

**Performance Assurance Plan Amendment
to the Interconnection Agreement between
Qwest Corporation and
InfoTel Communications (now Integra of North Dakota, Inc.)
the State of North Dakota**

This is an Amendment ("Amendment") for Performance Assurance Plan (PAP) to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and InfoTel Communications (now Integra of North Dakota, Inc.) ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement" or "Interconnection Agreement") for service in the state of North Dakota ("the State") which was approved by the North Dakota Public Service Commission ("Commission"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AMENDMENT TERMS

Service Performance

The Performance Assurance Plan ("PAP") as approved by the Commission and the Performance Indicator Definitions ("PIDs") included as Exhibit B to the Commission approved Statement of Generally Acceptable Terms and Conditions ("SGAT") are hereby incorporated into this Amendment as Attachments 1 and 2, respectively. Modifications to PIDs that apply to the PAP shall be made in accordance with section 16.0 of the PAP. Changes made pursuant to section 16.0 shall apply to and modify this Agreement, subject to and in accordance with terms therein and any applicable subsequent judicial review.

Consistent with section 13.0 of the PAP, CLEC elects the PAP as a part of its Interconnection Agreement with Qwest. Therefore, all references in the Agreement to performance standards and measurements and accompanying payment mechanisms (including, but not limited to, Direct Measures of Quality (DMOQ) and Supplier Performance Quality Management System) are superceded by this Amendment.

Force Majeure and Dispute Resolution

Pursuant to sections 13.3 and 18.0 of the PAP, sections 5.7 (Force Majeure) and 5.18 (Dispute Resolution), of the SGAT respectively, attached hereto as Attachments 3 and 4

to this Amendment, are hereby incorporated into the Amendment for the sole purpose of implementing the PAP.

Implementation Date

If the FCC has granted Section 271 authorization for the State, the PAP will be implemented on the date the Amendment is executed by both parties. If the FCC has not granted Section 271 authorization for the State as of the date the Amendment is executed by both parties, the PAP will be implemented on the date the FCC grants Section 271 approval for the State. In the initial month of implementation, payments to CLEC under the PAP will be pro-rated to reflect the applicable percentage of the monthly payment.

CLEC Information

CLEC agrees that for amounts owed under the PAP that are not credited to CLEC's bill as allowed by the PAP, payments shall be made by the use of electronic fund transfers, or check, if the option of electronic fund transfer is not available. CLEC agrees that monthly performance reports shall be delivered via a password-protected website. In order to implement these provisions, CLEC shall provide specific information in response to the Performance Assurance Plan Amendment Questionnaire. To accommodate this need, CLEC shall generate an updated Performance Assurance Plan Amendment Questionnaire within 30 days.

Further Amendments

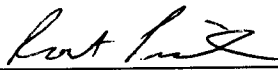
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**InfoTel Communications
(now Integra of North Dakota, Inc.)**



Signature

Robert Pickens

Name Printed/Typed

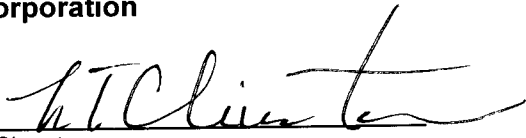
Executive Vice President

Title

September 14, 2007

Date

Qwest Corporation



Signature

L T Christensen

Name Printed/Typed

Director

Title

9/19/07

Date



Service Performance Indicator Definitions (PID)

14-State 271 PID Version 8.1

QWEST'S SERVICE PERFORMANCE INDICATOR DEFINITIONS (PID)

14-State 271 PID Version 8.1

Introduction

Qwest will report performance results for the service performance indicators defined herein. Qwest will report separate performance results associated with the services it provides to Competitive Local Exchange Carriers (CLECs) in aggregate (except as noted herein), to CLECs individually and, as applicable, to Qwest's retail customers in aggregate. Within these categories, performance results related to service provisioning and repair will be reported for the products listed in each definition. Reports for CLECs individually will be subject to agreements of confidentiality and/or nondisclosure.

The definitions in this version of the PID apply in the 14 states of Qwest's local service region: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming. Individual state Performance Assurance Plans may specify and apply state specific variations from the Performance Measure definitions and/or standards contained herein.

Qwest's Service Performance Indicator Definitions

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Electronic Gateway Availability

GA-1 – Gateway Availability – IMA-GUI

| | |
|---|---|
| Purpose: Evaluates the quality of CLEC access to the IMA-GUI electronic gateway and one associated system, focusing on the extent they are actually available to CLECs. | |
| Description: GA-1A: Measures the availability of the IMA-GUI (Interconnect Mediated Access- Graphical User Interface), and reports the percentage of Scheduled Availability Time the IMA-GUI interface is available for view and/or input. <ul style="list-style-type: none"> Scheduled Up Time hours for preorder, order, and provisioning transactions are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html. GA-1D: Measures the availability of the SIA system, which facilitates access for the IMA-GUI interface and the IMA-EDI interface (see GA-2), and reports the percentage of scheduled time the SIA system is available. Scheduled availability times will be no less than the same hours as listed for IMA-GUI and IMA-EDI. <ul style="list-style-type: none"> Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time. Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time. Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance. An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., IMA-GUI, SIA), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems. | |
| Reporting Period: One month | Unit of Measure: Percent |
| Reporting Comparisons: CLEC aggregate results | Disaggregation Reporting: Region-wide level. Results will be reported as follows: GA-1A IMA Graphical User Interface Gateway GA-1D SIA system |
| Formula: ([Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability Time During Reporting Period]) x 100 | |
| Exclusions: None | |
| Product Reporting: None | Standard: 99.25 percent |
| Availability: Available | Notes: |

GA-2 – Gateway Availability – IMA-EDI

| | |
|---|--|
| Purpose: Evaluates the quality of CLEC access to the IMA-EDI electronic gateway, focusing on the extent the gateway is actually available to CLECs. | |
| Description: Measures the availability of IMA-EDI (Interconnect Mediated Access - Electronic Data Interchange) interface and reports the percentage of scheduled availability time the IMA-EDI Interface is available for view and/or input. All times during which the interface is scheduled to be operating during the reporting period are measured. <ul style="list-style-type: none"> Scheduled Up Time hours for IMA-EDI based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html. Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time. Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time. Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance. An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., IMA-EDI), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems. | |
| Reporting Period: One month | Unit of Measure: Percent |
| Reporting Comparisons: CLEC aggregate results | Disaggregation Reporting: Region-wide level. (See GA-1D for reporting of SIA system availability.) |
| Formula: $([\text{Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period}] \div [\text{Number of Hours and Minutes of Scheduled Availability Time During Reporting Period}]) \times 100$ | |
| Exclusions: None | |
| Product Reporting: None | Standard: 99.25 percent |
| Availability: Available | Notes: |

GA-3 – Gateway Availability – EB-TA

| | |
|---|---|
| Purpose: Evaluates the quality of CLEC access to the EB-TA interface, focusing on the extent the gateway is actually available to CLECs. | |
| Description: Measures the availability of EB-TA (Electronic Bonding – Trouble Administration) interface and reports the percentage of scheduled availability time the EB-TA Interface is available. <ul style="list-style-type: none"> Scheduled Up Time hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html. Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time. Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time. Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance. An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., EB-TA), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems. | |
| Reporting Period: One month | Unit of Measure: Percent |
| Reporting Comparisons: CLEC aggregate results | Disaggregation Reporting: Region-wide level. |
| Formula: $([(\text{Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period}] \div [\text{Number of Hours and Minutes of Scheduled Availability During Reporting Period}]) \times 100$ | |
| Exclusions: None | |
| Product Reporting: None | Standard: 99.25 percent |
| Availability: Available | Notes: |

GA-4 – System Availability – EXACT

| | |
|---|---|
| Purpose: Evaluates the quality of CLEC batch access to the EXACT electronic access service request system, focusing on the extent the system is actually available to CLECs. | |
| Description: Measures the availability of EXACT system and reports the percentage of scheduled availability time the EXACT system is available. <ul style="list-style-type: none"> Scheduled Up Time hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html. Time System is Available to CLECs is equal to Scheduled Availability Time minus Outage Time. Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time. Scheduled Down Time is time identified and communicated that the system is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance. An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., EXACT), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems. | |
| Reporting Period: One month | Unit of Measure: Percent |
| Reporting Comparisons: CLEC aggregate results | Disaggregation Reporting: Region-wide level. |
| Formula: $([(\text{Number of Hours and Minutes EXACT is Available to CLECs During Reporting Period}] \div [\text{Number of Hours and Minutes of Scheduled Availability During Reporting Period}]) \times 100$ | |
| Exclusions: None | |
| Product Reporting: None | Standard: 99.25 percent |
| Availability: Available | Notes: |

GA-6 – Gateway Availability – GUI -- Repair

| | |
|---|---|
| Purpose: | |
| Evaluates the quality of CLEC access to the GUI Repair electronic gateway, focusing on the extent the gateway is actually available to CLECs. | |
| Description: | |
| Measures the availability of the GUI (Graphical User Interface) repair electronic interface and reports the percentage of scheduled availability time the interface is available for view and/or input. All times during which the interface is scheduled to be operating during the reporting period are measured. | |
| <ul style="list-style-type: none"> • Scheduled Up Time” hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html. • Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time. • Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time. • Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance. • An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., GUI-Repair), affecting Qwest’s ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems. | |
| Reporting Period: One month | Unit of Measure: Percent |
| Reporting Comparisons: CLEC aggregate results | Disaggregation Reporting: Region-wide level. |
| Formula: | |
| [Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period ÷ Number of Hours and Minutes of Scheduled Availability Time During Reporting Period] x 100 | |
| Exclusions: None | |
| Product Reporting: None | Standard: 99.25 percent |
| Availability: Available | Notes: |

GA-7 – Timely Outage Resolution following Software Releases

| | |
|--|---|
| Purpose: Measures the timeliness of resolution of gateway or system outages attributable to software releases for specified OSS interfaces, focusing on CLEC-affecting software releases involving the specified gateways or systems. | |
| Description: <ul style="list-style-type: none"> Measures the percentage of gateway or system outages, which are attributable to OSS system software releases and which occur within two weeks after the implementation of the OSS system software releases, that are resolved^{NOTE 1} within 48 hours of detection by the Qwest monitoring group or reporting by a CLEC/co-provider. Includes software releases associated with the following OSS interfaces in Qwest: IMA-GUI, IMA-EDI, and CEMR, Exchange Access, Control, & Tracking (EXACT)^{NOTE 2}, Electronic Bonding– Trouble Administration (EB -TA)^{NOTE 3} An outage for this measurement is a critical or serious loss of functionality, attributable to the specified gateway or component, affecting Qwest's ability to serve its customers or data loss^{NOTE 4} on the Qwest side of the interface. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems. The outage resolution time interval considered in this measurement starts at the time Qwest's monitoring group detects a failure, or at the date/time of the first transaction sent to Qwest that cannot be processed (i.e. lost data), and ends with the time functionality is restored or the lost data is recovered. | |
| Reporting Period: Monthly | Unit of Measure: Percent |
| Reporting Comparisons: CLEC Aggregate | Disaggregation Reporting: Region-wide level. |
| Formula: $[(\text{Total outages detected within two weeks of a Software Release that are resolved within 48 hours of the time Qwest detects the outage}) \div (\text{Total number of outages detected within two weeks of Software Releases resolved in the Reporting Period})] \times 100$ | |
| Exclusions: <ul style="list-style-type: none"> Outages in releases prior to any CLEC migrating to the release. Duplicate reports attributable to the same software defect. | |
| Product Reporting: None | Standards: Volume = 1-20: 1 miss Volume > 20: 95% |
| Availability: Available | Notes: <ol style="list-style-type: none"> "Resolved" means that service is restored to the reporting CLEC, as experienced by the CLEC. EXACT is a Telecordia system. Only releases for changes initiated by Qwest for hardware or connectivity will be included in this measurement. Outages reported under EB-TA are the same as outages in MEDIACC. For data loss to be considered for GA-7, a functional acknowledgement must have been provided for the data in question (e.g., EDI 997, LSR ID or trouble ticket number). |

Pre-Order/Order

PO-1 – Pre-Order/Order Response Times

Purpose:

Evaluates the timeliness of responses to specific preordering/ordering queries for CLECs through the use of Qwest's Operational Support Systems (OSS). Qwest's OSS are accessed through the specified gateway interface.

Description:**PO-1A & PO-1B:**

Measures the time interval between query and response for specified pre-order/order transactions through the electronic interface.

- Measurements are made using a system that simulates the transactions of requesting pre-ordering/ordering information from the underlying existing OSS. These simulated transactions are made through the operational production interfaces and existing systems in a manner that reflects, in a statistically-valid manner, the transaction response times experienced by CLEC service representatives in the reporting period.
- The time interval between query and response consists of the period from the time the transaction request was "sent" to the time it is "received" via the gateway interface.
- A query is an individual request for the specified type of information.

PO-1C:

- Measures the percentage of all IRTM Queries measured by PO-1A & 1B transmitted in the reporting period that timeout before receiving a response.

PO-1D:

- Measures the average response time for a sampling of rejected queries across preorder transaction types. The response time measured is the time between the issuance of a pre-ordering transaction and the receipt of an error message associated with a "rejected query." A rejected query is a transaction that cannot be successfully processed due to the provision of incomplete or invalid information by the sender, which results in an error message back to the sender. ^{NOTE 1}

Reporting Period: One month

Unit of Measure:

PO-1A, PO-1B, & PO-1D: Seconds

PO-1C: Percent

PO-1 – Pre-Order/Order Response Times (continued)

| | |
|--|--|
| <p>Reporting Comparisons: CLEC aggregate.</p> | <p>Disaggregation Reporting: Region-wide level. Results are reported as follows: PO-1A Pre-Order/Order Response Time for IMA-GUI PO-1B Pre-Order/Order Response Time for IMA-EDI Results are reported separately for each of the following transaction types: ^{NOTE 2} 1. Appointment Scheduling (Due Date Reservation, where appointment is required) 2. Service Availability Information 3. Facility Availability 4. Street Address Validation 5. Customer Service Records 6. Telephone Number 7. Loop Qualification Tools ^{NOTE 3} 8. Resale of Qwest DSL Qualification 9. Connecting Facility Assignment ^{NOTE 4} 10. Meet Point Inquiry ^{NOTE 5}</p> <p>For PO-1A (transactions via IMA-GUI), in addition to reporting total response time, response times for each of the above transactions will be reported in two parts: (a) time to access the request screen, and (b) time to receive the response for the specified transaction. For PO-1A 6, Telephone Number, a third part (c) accept screen, will be reported.</p> <p>For PO-1B (transactions via IMA-EDI), request/response will be reported as a combined number.</p> <p>PO-1C Results for PO-1C will be reported according to the gateway interface used: 1. Percent of Preorder Transactions that Timeout IMA-GUI 2. Percent of Preorder Transactions that Timeout IMA-EDI</p> <p>PO-1D Results for PO-1D will be reported according to the gateway interface used: 1. Rejected Response Times for IMA-GUI 2. Rejected Response Times for IMA-EDI</p> |
| <p>Formula:</p> | <p>PO-1A & PO-1B = $\Sigma[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})] \div (\text{Number of Queries Submitted in Reporting Period})$</p> <p>PO-1C = $[(\text{Number of IRTM Queries measured by PO-1A \& 1B that Timeout before receiving response}) \div (\text{Number of IRTM Queries Transmitted in Reporting Period})] \times 100$</p> <p>PO-1D = $\Sigma[(\text{Rejected Query Response Date \& Time}) - (\text{Query Submission Date \& Time})] \div (\text{Number of Rejected Query Transactions Simulated by IRTM})$</p> |
| <p>Exclusions:</p> | <p>PO-1A & PO-1B:</p> <ul style="list-style-type: none"> Rejected requests/errors, and timed out transactions <p>PO-1C:</p> <ul style="list-style-type: none"> Rejected requests and errors <p>PO-1D:</p> <ul style="list-style-type: none"> Timed out transactions |

PO-1 – Pre-Order/Order Response Times (continued)

| | | | |
|-----------------------------------|---|----------------------------|----------------------------|
| Product Reporting: None | Standards: Total Response Time: | IMA-GUI | IMA-EDI |
| | 1. Appointment Scheduling | <10 seconds | <10 seconds |
| | 2. Service Availability Information | <25 seconds | <25 seconds |
| | 3. Facility Availability | <25 seconds ⁶ | <25 seconds ⁶ |
| | 4. Street Address Validation | <10 seconds | <10 seconds |
| | 5. Customer Service Records | <12.5 seconds ⁶ | <12.5 seconds ⁶ |
| | 6. Telephone Number | <10 seconds | <10 seconds |
| | 7. Loop Qualification Tools <small>NOTE 3</small> | ≤ 20 seconds ⁷ | ≤ 20 seconds |
| | 8. Resale of Qwest DSL Qualification | ≤ 20 seconds ⁷ | ≤ 20 seconds |
| | 9. Connecting Facility Assignment | ≤ 25 seconds | ≤ 25 seconds |
| | 10. Meet Point Inquiry | ≤ 30 seconds | ≤ 30 seconds |
| | PO-1C-1 | 0.5% | |
| | PO-1C-2 | 0.5% | |
| | PO-1D-1 & 2 | Diagnostic | |
| Availability: Available | Notes: 1. Rejected query types used in PO-1D are those developed for internal Qwest diagnostic purposes. 2. As additional transactions, currently done manually, are mechanized, they will be measured and added to or included in the above list of transactions, as applicable. 3. Results based on a weighted combination of ADSL Loop Qualification and Raw Loop Data Tool. 4. Results based on Connecting Facility Assignment by Unit Query. 5. Results based on meet Point Query, POTS Splitter option for Shared loops. 6. Times reflect non-complex services, including residential, simple business, or POTS account. Does not include ADSL or accounts>25 lines. 7. Benchmark applies to response time only. Request time and Total time will also be reported. | | |

PO-2 – Electronic Flow-through

| | |
|---|--|
| Purpose: Monitors the extent Qwest's processing of CLEC Local Service Requests (LSRs) is completely electronic, focusing on the degree that electronically-transmitted LSRs flow directly to the service order processor without human intervention or without manual retyping. | |
| Description: PO-2A - Measures the percentage of all electronic LSRs that flow from the specified electronic gateway interface to the Service Order Processor (SOP) without any human intervention. <ul style="list-style-type: none"> Includes all LSRs that are submitted electronically through the specified interface during the reporting period, subject to exclusions specified below. PO-2B – Measures the percentage of all flow-through-eligible LSRs ^{NOTE 1} that flow from the specified electronic gateway interface to the SOP without any human intervention. <ul style="list-style-type: none"> Includes all flow-through-eligible LSRs that are submitted electronically through the specified interface during the reporting period, subject to exclusions specified below. | |
| Reporting Period: One month | Unit of Measure: Percent |
| Reporting Comparisons: CLEC aggregate, individual CLEC | Disaggregation Reporting: Statewide level (per multi-state system serving the state). Results for PO-2A and PO-2B will be reported according to the gateway interface* used to submit the LSR: <ol style="list-style-type: none"> LSRs received via IMA-GUI LSRs received via IMA-EDI *CO also reports an aggregate of IMA-GUI and IMA-EDI results. |
| Formula: PO-2A = $[(\text{Number of Electronic LSRs that pass from the Gateway Interface to the SOP without human intervention}) \div (\text{Total Number of Electronic LSRs that pass through the Gateway Interface})] \times 100$ PO-2B = $[(\text{Number of flow-through-eligible Electronic LSRs that actually pass from the Gateway Interface to the SOP without human intervention}) \div (\text{Number of flow-through-eligible Electronic LSRs received through the Gateway Interface})] \times 100$ | |
| Exclusions: <ul style="list-style-type: none"> Rejected LSRs and LSRs containing CLEC-caused non-fatal errors. Non-electronic LSRs (e.g., via fax or courier). Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.) Invalid start/stop dates/times. | |

PO-2 – Electronic Flow-through (continued)

| | | |
|---|---|------------------------------|
| Product Reporting: <ul style="list-style-type: none"> • Resale • Unbundled Loops (with or without Local Number Portability) • Local Number Portability • UNE-P (POTS) and UNE-P (Centrex 21) • Line Sharing | Standards: PO-2A: CO: CO PO-2B benchmarks minus 10 percent ^{NOTE 2} All Other States: Diagnostic PO-2B: ^{NOTE 2} | |
| | Resale: | 95% |
| | Unbundled Loops: | 85% |
| | LNP: | 95% |
| | UNE-P (POTS & Centrex 21): | 95% |
| | Line Sharing: | Diagnostic ^{NOTE 3} |
| Availability: Available (except as follows): Combined reporting of UNE-P (POTS) and UNE-P (Centrex 21) – beginning with Jul 04 data on the Aug 04 report. Line Sharing – beginning with Jul 04 data on the Aug 04 report | Notes: <ol style="list-style-type: none"> 1. The list of LSR types classified as eligible for flow through is contained in the “LSRs Eligible for Flow Through” matrix. This matrix also includes availability for enhancements to flow through. Matrix will be distributed through the CMP process. 2. In Colorado the standard for PO-2 is considered met if the standard for either PO-2A or PO-2B is met. For both PO-2A and PO-2B, the benchmark percentages shown apply to the aggregations of PO-2A-1 and PO-2A-2 (i.e., the combined PO-2A result) and of PO-2B-1 and PO-2B-2 (i.e., the combined PO-2B result). 3. The standard and future disaggregated reporting of the Line Sharing product is TBD, pending resolution of TRO issues. | |

PO-3 – LSR Rejection Notice Interval

| | |
|--|--|
| Purpose: Monitors the timeliness with which Qwest notifies CLECs that electronic and manual LSRs were rejected. | |
| Description: Measures the interval between the receipt of a Local Service Request (LSR) and the rejection of the LSR for standard categories of errors/reasons. <ul style="list-style-type: none"> Includes all LSRs submitted through the specified interface that are rejected during the reporting period. Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information, duplicate request or LSR/PON (purchase order number), no separate LSR for each account telephone number affected, no valid contract, no valid end user verification, account not working in Qwest territory, service-affecting order pending, request is outside established parameters for service, and lack of CLEC response to Qwest question for clarification about the LSR. Included in the interval is time required for efforts by Qwest to work with the CLEC to avoid the necessity of rejecting the LSR. With hours: minutes reporting, hours counted are (1) business hours for manual rejects (involving human intervention) and (2) published Gateway Availability hours for auto-rejects (involving no human intervention). Business hours are defined as time during normal business hours of the Wholesale Delivery Service Centers, except for PO-3C in which hours counted are workweek clock hours. Gateway Availability hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html. | |
| Reporting Period: One month | Unit of Measure: PO-3A-1, PO-3B-1 & PO-3C - Hrs: Mins. PO-3A-2 & PO-3B-2 – Mins: Secs. |
| Reporting Comparisons: CLEC aggregate and individual CLEC results | Disaggregation Reporting: Results for this indicator are reported according to the gateway interface used to submit the LSR: <ul style="list-style-type: none"> PO-3A-1, LSRs received via IMA-GUI and rejected manually: Statewide PO-3A -2, LSRs received via IMA-GUI and auto-rejected: Region wide PO-3B-1, LSRs received via IMA-EDI and rejected manually: Statewide PO-3B -2, LSRs received via IMA-EDI and auto-rejected: Region wide PO-3C, LSRs received via facsimile: Statewide |
| Formula: $\Sigma [(Date\ and\ time\ of\ Rejection\ Notice\ transmittal) - (Date\ and\ time\ of\ LSR\ receipt)] \div (Total\ number\ of\ LSR\ Rejection\ Notifications)$ | |
| Exclusions: <ul style="list-style-type: none"> Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.) Invalid start/stop dates/times. | |
| Product Reporting: Not applicable (reported by ordering interface). | Standards: <ul style="list-style-type: none"> PO-3A-1 and -3B-1: ≤ 12 business hours PO-3A -2 and -3B -2: ≤ 18 seconds PO-3C: ≤ 24 work week clock hours |
| Availability: Available | Notes: |

PO-4 – LSRs Rejected

| | |
|--|---|
| Purpose: Monitors the extent LSRs are rejected as a percentage of all LSRs to provide information to help address potential issues that might be raised by the indicator of LSR rejection notice intervals. | |
| Description: Measures the percentage of LSRs rejected (returned to the CLEC) for standard categories of errors/reasons. <ul style="list-style-type: none"> Includes all LSRs submitted through the specified interface that are rejected or FOC'd during the reporting period. Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information; duplicate request or LSR/PON (purchase order number); no separate LSR for each account telephone number affected; no valid contract; no valid end user verification; account not working in Qwest territory; service-affecting order pending; request is outside established parameters for service; and lack of CLEC response to Qwest question for clarification about the LSR. | |
| Reporting Period: One month | Unit of Measure: Percent of LSRs |
| Reporting Comparisons: CLEC aggregate and individual CLEC results | Disaggregation Reporting: Results for this indicator are reported according to the gateway interface used to submit the LSR: PO-4A-1 LSRs received via IMA-GUI and rejected manually – Region wide PO-4A -2 LSRs received via IMA-GUI and auto-rejected – Region wide PO-4B-1 LSRs received via IMA-EDI and rejected manually – Region wide PO-4B -2 LSRs received via IMA-EDI and auto-rejected – Region wide PO-4C LSRs received via facsimile – Statewide |
| Formula: $[(\text{Total number of LSRs rejected via the specified method in the reporting period}) \div (\text{Total of all LSRs that are received via the specified interface that were rejected or FOC'd in the reporting period})] \times 100$ | |
| Exclusions: <ul style="list-style-type: none"> Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.) Invalid start/stop dates/times. | |
| Product Reporting: Not applicable (reported by ordering interface). | Standard: Diagnostic |
| Availability: <div style="text-align: center;">Available</div> | Notes: |

PO-5 – Firm Order Confirmations (FOCs) On Time

Purpose:

Monitors the timeliness with which Qwest returns Firm Order Confirmations (FOCs) to CLECs in response to LSRs/ASRs received from CLECs, focusing on the degree to which FOCs are provided within specified intervals.

Description:

Measures the percentage of Firm Order Confirmations (FOCs) that are provided to CLECs within the intervals specified under “Standards” below for FOC notifications.

- Includes all LSRs/ASRs that are submitted through the specified interface or in the specified manner (i.e., facsimile) that receive an FOC during the reporting period, subject to exclusions specified below. (Acknowledgments sent separately from an FOC (e.g., EDI 997 transactions are not included.)
- For PO-5A, the interval measured is the period between the LSR received date/time (based on scheduled up time) and Qwest’s response with a FOC notification (notification date and time).
- For PO-5B, 5C, and 5D, the interval measured is the period between the [application date and time](#), as defined herein, and Qwest’s response with a FOC notification (notification date and time).
- “Fully electronic” LSRs are those (1) that are received via IMA-GUI or IMA-EDI, (2) that involve no manual intervention, and (3) for which FOCs are provided mechanically to the CLEC. ^{NOTE 2}
- “Electronic/manual” LSRs are received electronically via IMA-GUI or IMA-EDI and involve manual processing.
- “Manual” LSRs are received manually (via facsimile) and processed manually.
- ASRs are measured only in [business days](#).
- LSRs will be evaluated according to the FOC interval categories shown in the “Standards” section below, based on the number of lines/services requested on the LSR or, where multiple LSRs from the same CLEC are related, based on the combined number of lines/services requested on the related LSRs.

Reporting Period: One month

Unit of Measure: Percent

Reporting Comparisons: CLEC aggregate and individual CLEC results

Disaggregation Reporting: Statewide level (per multi-state system serving the state).

Results for this indicator are reported as follows:

- PO-5A:* FOCs provided for fully electronic LSRs received via:
 - PO-5A-1 IMA-GUI
 - PO-5A-2 IMA-EDI
- PO-5B:* FOCs provided for electronic/manual LSRs received via:
 - PO-5B-1 IMA-GUI
 - PO-5B-2 IMA-EDI
- PO-5C:* FOCs provided for manual LSRs received via Facsimile.
- PO-5D: FOCs provided for ASRs requesting LIS Trunks.

* Each of the PO-5A, PO-5B and PO-5C measurements listed above will be further disaggregated as follows:

- (a) FOCs provided for Resale services and UNE-P
- (b) FOCs provided for Unbundled Loops and specified Unbundled Network Elements
- (c) FOCs provided for LNP

Formula:

PO-5A = {[Count of LSRs for which the original FOC’s “(FOC Notification Date & Time) - (LSR received date/time (based on scheduled up time))” is within 20 minutes] ÷ (Total Number of original FOC Notifications transmitted for the service category in the reporting period)} x 100

PO-5B, 5C, & 5D = {[Count of LSRs/ASRs for which the original FOC’s “(FOC Notification Date & Time) - (Application Date & Time)” is within the intervals specified for the service category involved] ÷ (Total Number of original FOC Notifications transmitted for the service category in the reporting period)} x 100

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

Exclusions:

- LSRs/ASRs involving individual case basis (ICB) handling based on quantities of lines, as specified in the “Standards” section below, or service/request types, deemed to be [projects](#).
- Hours on Weekends and holidays. (Except for PO-5A which only excludes hours outside the scheduled up time).
- LSRs with CLEC-requested FOC arrangements different from standard FOC arrangements.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

Additional PO-5D exclusion:

- Records with invalid application or confirmation dates.

Product Reporting:

- For PO-5A, -5B and -5C:
(a) Resale services UNE-P (POTS) and UNE-P Centrex
(b) Unbundled Loops and specified Unbundled Network Elements.
(c) LNP
- For PO-5D: LIS Trunks.

Standards:

- For PO-5A (all): 95% within 20 minutes ^{NOTE 2}
- For PO-5B (all): 90% within standard FOC intervals (specified below)
- For PO-5C (manual): 90% within standard FOC intervals specified below PLUS 24 hours ^{NOTE 3}
- For PO-5D (LIS Trunks): 85% within eight business days

Standard FOC Intervals for PO-5B and PO-5C

Product Group ^{NOTE 1}

FOC Interval

Resale

| | |
|---|------------|
| Residence and Business POTS | 1-39 lines |
| ISDN-Basic | 1-10 lines |
| – Conversion As Is | |
| – Adding/Changing features | |
| – Add primary directory listing to established loop | |
| – Add call appearance | |
| Centrex Non-Design | 1-19 lines |
| with no Common Block Configuration | |
| Centrex line feature changes/adds/removals (all) | |

24 hours

LNP 1-24 lines

Unbundled Loops 1-24 loops
2/4 Wire analog
DS3 Capable

Sub-loop 1-24 sub-loops
[included in Product Reporting group (b)]

Line Sharing/Line Splitting/Loop Splitting 1-24 shared loops
[included in Product Reporting group (b)]

Unbundled Network Element–Platform (UNE-P POTS) 1 – 39 lines

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

| | | |
|--|--|---|
| | Resale ISDN-Basic 1-10 lines – Conversion As Specified – New Installs – Address Changes – Change to add Loop ISDN-PRI (Facility) 1-3 PBX 1-24 trunks DS0 or Voice Grade Equivalent 1-24 DS1 Facility 1-24 DS3 Facility 1-3 | 48 hours |
| | LNP 25-49 lines | |
| | Enhanced Extended Loops (EELs) [included in Product Reporting group (b)] DS1 1-24 circuits | |
| | Resale Centrex (including Centrex 21, Non-design, Centrex 21 Basic ISDN, Centrex-Plus, Centron, Centrex Primes) 1-10 lines – With Common Block Configuration required – Initial establishment of Centrex CMS services – Tie lines or NARs activity – Subsequent to initial Common Block – Station lines – Automatic Route Selection – Uniform Call Distribution – Additional numbers | 72 hours |
| | UNE-P Centrex 1-10 lines | |
| | UNE-P Centrex 21 1-10 lines | |
| | Unbundled Loops with Facility Check ^(NOTE 2, 3) 1 – 24 loops 2/4 wire Non-loaded ADSL compatible ISDN capable XDSL-I capable DS1 capable | |
| | Resale ISDN-PRI (Trunks) 1-12 trunks | 96 hours |
| | For PO-5D: LIS Trunks 1-240 trunk circuits | 8 business days |
| | Availability: Available | Notes: 1. LSRs with quantities above the highest number specified for each product type are considered ICB. 2. Unbundled Loop with Facility Check can be processed electronically; however, because this category always carries a 72-hour FOC interval the FOC results for this product will appear in PO-5B if received electronically or PO-5C if received manually. 3. Unbundled Loop with Facility Check will not add an additional 24 hours to the 72-hour interval if the LSR is submitted manually. |

PO-6 – Work Completion Notification Timeliness

| | | |
|---|---|--|
| Purpose: To evaluate the timeliness of Qwest issuing electronic notification at an LSR level to CLECs that provisioning work on all service orders that comprise the CLEC LSR have been completed in the Service Order Processor and the service is available to the customer. | | |
| Description: PO-6A & 6B: <ul style="list-style-type: none">Includes all orders completed in the Qwest Service Order Processor that generate completion notifications in the reporting period, subject to exclusions shown below.The start time is the date/time when the last of the service orders that comprise the CLEC LSR is posted as completed in the Service Order Processor.The end time is when the electronic order completion notice is made available (IMA-GUI) ^{NOTE 1} or transmitted (IMA-EDI) to the CLEC via the ordering interface used to place the local service request. The notification is transmitted at an LSR level when all service orders that comprise the CLEC LSR are complete.With hours: minutes reporting, hours counted are during the published Gateway Availability hours. Gateway Availability hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html. | | |
| Reporting Period: One month | | Unit of Measure: PO-6A - 6B: Hrs:Mins |
| Reporting Comparisons: CLEC aggregate and individual CLEC results. | Disaggregation Reporting: Statewide level. <ul style="list-style-type: none">PO-6A Notices transmitted via IMA-GUIPO-6B Notices transmitted via IMA-EDI | |
| Formula: For completion notifications generated from LSRs received via IMA-GUI: $PO-6A = \frac{\Sigma((\text{Date and Time Completion Notification made available to CLEC}) - (\text{Date and Time the last of the service orders that comprise the CLEC LSR is completed in the Service Order Processor}))}{(\text{Number of completion notifications made available in reporting period})}$ For completion notifications generated from LSRs received via IMA-EDI: $PO-6B = \frac{\Sigma((\text{Date and Time Completion Notification transmitted to CLEC}) - (\text{Date and Time the last of the service orders that comprise the CLEC LSR is completed in the Service Order Processor.}))}{(\text{Number of completion notifications transmitted in reporting period})}$ | | |
| Exclusions: PO – 6A & 6B: <ul style="list-style-type: none">Records with invalid completion dates.LSRs submitted manually (e.g., via facsimile).ASRs submitted via EXACT. | | |
| Product Reporting: PO – 6A & 6B Aggregate reporting for all products ordered through IMA-GUI and, separately, IMA-EDI (see disaggregation reporting). | | Standard: 6 hours |
| Availability: Available | Notes: 1. The time a notice is “made available” via the IMA-GUI is the time Qwest stores a status update related to the completion notice in the IMA Status Updates database. When this occurs, the notice can be immediately viewed by the CLEC using the Status Updates window or by using the LSR Notice Inquiry function. | |

PO-7 – Billing Completion Notification Timeliness

Purpose:

To evaluate the timeliness with which electronic billing completion notifications are made available or transmitted to CLECs, focusing on the percentage of notifications that are made available or transmitted (for CLECs) or posted in the billing system (for Qwest retail) within five [business days](#).

Description:

PO-7A & 7B:

- This measurement includes all orders posted in the CRIS billing system for which billing completion notices are made available or transmitted in the reporting period, subject to exclusions shown below.
- Intervals used in this measurement are from the time a service order is completed in the SOP to the time billing completion for the order is made available or transmitted to the CLEC.
 - The time a notice is “made available” via the IMA-GUI consists of the time Qwest stores the completion notice in the IMA Status Updates database. When this occurs, the notice can be immediately viewed by the CLEC using the Status Updates window.
 - The time a notice is “transmitted” via IMA-EDI consists of the time Qwest actually transmits the completion notice via IMA-EDI. Applicable only to those CLECs who are certified and setup to receive the notices via IMA-EDI.
- The start time is when the completion of the service order is posted in the Qwest SOP. The end time is when, confirming that the order has been posted in the CRIS billing system, the electronic billing completion notice is made available to the CLEC via the same ordering interface (IMA-GUI or IMA-EDI) as used to submit the LSR.
- Intervals counted in the numerator of these measurements are those that are five business days or less.

PO-7C:

- This measurement includes all retail orders posted in the CRIS Billing system in the reporting period, subject to exclusions shown below.
- Intervals used in this measurement are from the time an order is completed in the SOP to the time it is posted in the CRIS billing system.
- The start time is when the completion of the order is posted in the SOP. The end time is when the order is posted in the CRIS billing system.
- Intervals counted in the numerator of this measurement are those that are five business days or less.

Reporting Period: One month

Unit of Measure: Percent

Reporting Comparisons:

PO-7A and -7B: CLEC aggregate and individual CLEC results.
PO-7C: Qwest retail results.

Disaggregation Reporting: Statewide level.

- PO-7A Notices made available via IMA-GUI
- PO-7B Notices transmitted via IMA-EDI
- PO-7C Billing system posting completions for Qwest Retail

Formula:

For wholesale service orders Qwest generates for LSRs received via IMA:

PO-7A = $\frac{\text{(Number of electronic billing completion notices in the reporting period made available within five business days of posting complete in the SOP)}}{\text{(Total Number of electronic billing completion notices made available during the reporting period)}}$

PO-7B = $\frac{\text{(Number of electronic billing completion notices in the reporting period transmitted within five business days of posting complete in the SOP)}}{\text{(Total Number of electronic billing completion notices transmitted during the reporting period)}}$

For service orders Qwest generates for retail customers (i.e., the retail analogue for PO-7A & -7B):

PO-7C = $\frac{\text{(Total number of retail service orders posted in the CRIS billing system in the reporting period that were posted within 5 business days)}}{\text{(Total number of retail service orders posted in the CRIS billing system in the reporting period)}}$

PO-7 – Billing Completion Notification Timeliness (continued)

| | | |
|---|---------------|--|
| Exclusions: PO-7A, 7B & 7C <ul style="list-style-type: none">• Services that are not billed through CRIS, e.g. Resale Frame Relay.• Records with invalid completion dates. PO-7A & 7B <ul style="list-style-type: none">• LSRs submitted manually.• ASRs submitted via EXACT. | | |
| Product Reporting: Aggregate reporting for all products ordered through IMA-GUI and, separately, IMA-EDI (see disaggregation reporting). | | Standard: PO-7A and -7B: Parity with PO-7C |
| Availability: Available | Notes: | |

PO-8 – Jeopardy Notice Interval

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|---|--|
| Purpose: Evaluates the timeliness of jeopardy notifications, focusing on how far in advance of original due dates jeopardy notifications are provided to CLECs (regardless of whether the due date was actually missed). | |
| Description: Measures the average time lapsed between the date the customer is first notified of an order jeopardy event and the original due date of the order. <ul style="list-style-type: none"> Includes all orders completed in the reporting period that received jeopardy notifications. | |
| Reporting Period: One month | Unit of Measure: Average Business days ^{NOTE 1} |
| Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results | Disaggregation Reporting: Statewide level. (This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.) |
| Formula: $\frac{\sum(\text{Date of the original due date of orders completed in the reporting period that received jeopardy notification} - \text{Date of the first jeopardy notification})}{\text{Total orders completed in the reporting period that received jeopardy notification}}$ | |
| Exclusions: <ul style="list-style-type: none"> Jeopardies done after the original due date is past. Records involving official company services. Records with invalid due dates or application dates. Records with invalid completion dates. Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. | |
| Product Reporting: <ul style="list-style-type: none"> A Non-Designed Services B Unbundled Loops (with or without Number Portability) C LIS Trunks D UNE-P (POTS) | Standards: <ul style="list-style-type: none"> A Parity with Retail POTS B Parity with Retail POTS C Parity with Feature Group D (FGD) services D Parity with Retail POTS |
| Availability: Available | Notes: 1. For PO-8A and -D, Saturday is counted as a business day for all non-dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS) and for all other products reported under PO-8B and -8C, Saturday is counted as a business day when the service order is due on Saturday. |

PO-9 – Timely Jeopardy Notices

| | |
|---|---|
| Purpose: When original due dates are missed, measures the extent to which Qwest notifies customers in advance of jeopardized due dates. | |
| Description: Measures the percentage of late orders for which advance jeopardy notification is provided. <ul style="list-style-type: none"> Includes all inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed in the reporting period that missed the original due date. Change order types included in this measurement consist of all C orders representing inward activity. Missed due date orders with jeopardy notifications provided on or after the original due date is past will be counted in the denominator of the formula but will not be counted in the numerator. | |
| Reporting Period: One month | Unit of Measure: Percent |
| Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results | Disaggregation Reporting: Statewide level. (This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.) |
| Formula: $[(\text{Total missed due date orders completed in the reporting period that received jeopardy notification in advance of original due date}) \div (\text{Total number of missed due date orders completed in the reporting period})] \times 100$ | |
| Exclusions: <ul style="list-style-type: none"> Orders missed for customer reasons. Records with invalid product codes. Records involving official company services. Records with invalid due dates or application dates. Records with invalid completion dates. Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. | |
| Product Reporting: <ul style="list-style-type: none"> A Non-Designed Services B Unbundled Loops (with or without Number Portability) C LIS Trunks D UNE-P (POTS) | Standards: <ul style="list-style-type: none"> A Parity with Retail POTS B Parity with Retail POTS C Parity with Feature Group D (FGD) Services D Parity with Retail POTS |
| Availability: <div style="text-align: center;">Available</div> | Notes: |

PO-15 – Number of Due Date Changes per Order

| | |
|---|--|
| Purpose: To evaluate the extent to which Qwest changes due dates on orders. | |
| Description: Measures the average number of Qwest due date changes per order. <ul style="list-style-type: none"> Includes all inward orders (Change, New, and Transfer order types) that have been assigned a due date in the reporting period subject to the exclusions below. Change order types for additional lines consist of all “C” orders representing inward activity. Counts all due date changes made for Qwest reasons following assignment of the original due date. | |
| Reporting Period: One month | Unit of Measure: Average Number of Due Date Changes |
| Reporting Comparisons: CLEC aggregate, individual CLEC, and Qwest retail results. | Disaggregation Reporting: Statewide level. |
| Formula: $\Sigma(\text{Count of Qwest due date changes on all orders}) \div (\text{Total orders in reporting period})$ | |
| Exclusions: <ul style="list-style-type: none"> Customer requested due date changes. Records involving official company services. Records with invalid due dates or application dates. Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. | |
| Product Reporting: None | Standard: Diagnostic |
| Availability: Available | Notes: |

PO-16 – Timely Release Notifications

Purpose:

Measures the percent of release notifications for changes to specified OSS interfaces sent by Qwest to CLECs within the intervals and scope specified within the change management plan found on Qwest's Change Management Process, (CMP) website at <http://www.qwest.com/wholesale/cmp/whatiscmp.html>.

Description:

- Measures the percent of release notices that are sent by Qwest within the intervals/timeframes prescribed by the release notification procedure on Qwest's CMP website. ^{NOTE 1}
 - Release notices measured are:
 - Draft Technical Specifications (for App to App interfaces only);
 - Final Technical Specifications (for App to App interfaces only);
 - Draft Release Notices (for IMA-GUI interfaces only);
 - Final Release Notices (for IMA-GUI interfaces only); and
 - OSS Interface Retirement Notices. ^{NOTE 2}
 - For the following OSS interfaces:
 - IMA-GUI, IMA-EDI;
 - CEMR;
 - Exchange Access, Control, & Tracking (EXACT); ^{NOTE 3}
 - Electronic Bonding - Trouble Administration (EB -TA); ^{NOTE 4}
 - IABS and CRIS Summary Bill Outputs; ^{NOTE 5}
 - Loss and Completion Records; ^{NOTE 5}
 - New OSS interfaces (for introduction notices only.) ^{NOTE 6}
 - Also included are notifications for connectivity or system function changes to Resale Product Database.
 - Includes OSS interface release notifications by Qwest relating to the following products and service categories: LIS/Interconnection, Collocation, Unbundled Network Elements (UNE), Ancillary, and Resale Products and Services.
 - Includes OSS interface release notifications by Qwest to CLECs for the following OSS functions: Pre-Ordering, Ordering, Provisioning, Repair and Maintenance, and Billing.
 - Includes Types of Changes as specified in the "Qwest Wholesale Change Management Process Document" (Section 4 – Types of Changes).
 - Includes all OSS interface release notifications pertaining to the above OSS systems, subject to the exclusions specified below.
- Release Notifications sent on or before the date required by the CMP are considered timely. A release notification "sent date" is determined by the date of the e-mail sent by Qwest that provides the Release Notification. ^{NOTE 7}
- Release Notifications sent after the date required by the (CMP) are considered untimely. Release Notifications required but not sent are considered untimely.

Reporting Period: One month

Unit of Measure: Percent

Reporting Comparisons: CLEC Aggregate

Disaggregation Reporting: Region-wide level.

Formula:

$$[(\text{Number of required release notifications for specified OSS interface changes made within the reporting period that are sent on or before the date required by the change management plan (CMP)} \div \text{Total number of required release notifications for specified OSS interface changes within reporting period})] \times 100$$

Exclusions:

- Changes to be implemented on an expedited basis (exception to OSS notification intervals) as mutually agreed upon by CLECs and Qwest through the CMP.
- Changes where Qwest and CLECs agree, through the CMP, that notification is unnecessary.

PO-16 Timely Release Notifications (continued)

| | |
|-----------------------------------|---|
| Product Reporting: None | Standards: Vol. 1-10: No more than one untimely notification Vol. > 10: 92.5% timely notifications |
| Availability: Available | Notes: <ol style="list-style-type: none"> 1. The Qwest Wholesale Change Management Process Document specifies the intervals for release notifications by type of notification. These intervals are documented in the change management plan. 2. The documents described in section "9.0 – Retirement of Existing OSS Interfaces" of the "Qwest Wholesale Change Management Process Document" as "Initial Retirement Notice" and "Final Retirement Notice." 3. EXACT is a Telecordia system. Only release notifications for changes initiated by Qwest for hardware or connectivity will be included in this measurement. 4. EB-TA is the same system as MEDIACC. 5. CRIS, IABS, and Loss and Completions will adhere to the notification intervals documented in section 8.1 – Changes to Existing Application to Application Interface. 6. The documents described in section "7.0 – Introduction of New OSS Interface" of the "Qwest Wholesale Change Management Process Document" as "Initial Release Announcement and Preliminary Implementation Plan" (new App to App only), "Initial Interface Technical Specification" (new App to App only), "Final Interface Technical Specifications (new App to App only), "Release Notification" (new GUI only). CMP notices for "Introduction of a New OSS" are to be included in this measurement even though the new system is not explicitly listed in the "Description" section of this PID. However, once implemented, the system will not be added to the measurement for purposes of measuring release, change and retirement notifications unless specifically incorporated as an authorized change to the PID. 7. The intervals used to determine timeliness are based on CMP guidelines. |

PO-19 – Stand-Alone Test Environment (SATE) Accuracy

Purpose:

Evaluates Qwest's ability to provide accurate production-like tests to CLECs for testing new releases in the SATE and production environments and testing between releases in the SATE environment.

Description:

PO-19A

- Measures the percentage of test transactions that conform to the test scenarios published in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)* that are successfully executed in SATE at the time a new IMA Release is deployed to SATE. In months where no release activity occurs, measures the percentage of test transactions that conform to the test scenarios published in the current IMA EDI Data Document-for the Stand Alone Test Environment (SATE) that are successfully executed in SATE during the between-releases monthly performance test.
- Includes one test transaction for each test scenario published in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)*.
- Test transactions will be executed for each of the IMA releases supported in SATE utilizing all test scenarios for each of the current versions of the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)*.
- The successful execution of a transaction is determined by the Qwest Test Engineer according to:
 - The expected results of the test scenario as described in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)* and the EDI disclosure document.
 - The transactions strict adherence to business rules published in Qwest's most current IMA EDI Disclosure Documentation for each release and the associated Addenda. ^{NOTE 1}
- For this measurement, Qwest will execute the test transactions in the Stand-Alone Test Environment.
 - Release related test transactions will be executed when a full or point release of IMA is installed in SATE. These transactions will be executed within five [business days](#) of the numbered release being originally installed in SATE. This five-business day period will be referred to as the "Testing Window."
 - Mid-release monthly performance test transactions will be executed in the months when no Testing Window for a release is completed. These transactions will be executed on the 15th, or the nearest working day to the 15th of the month, in the months when no release related test transactions are executed.
- Test transaction results will be reported by release and included in the Reporting Period during which the release transactions or mid-release test transactions are completed.

PO-19B

- Validates the extent that SATE mirrors production by measuring the percentage of IMA EDI test transactions that produce comparable results in SATE and in production.
 - Transactions counted as producing comparable results are those that return correctly formatted data and fields as specified in the release's EDI disclosure document and developer worksheets related to the IMA release being tested.
 - Comparability will be determined by evaluating the data and fields in each EDI message for the test transactions against the same data and fields for Preorder queries, LSRs, and Supplementals, and returned as Query Responses, Acknowledgements, Firm Order Confirmations (FOCs) for flow-through eligible products, and rejects.
- Test transactions are executed one time for each new major IMA release within 7 days after the IMA release.
 - Test transactions consist of a defined suite of Product/Activity combinations. Qwest's three regions will be represented. ^{NOTE 2}
 - Pre-order, Order, and Post-order transactions (FOCs for flow-through products) are included.
- With respect to the comparability of the structure and content of results from SATE and production environments, this measurement focuses only on the validity of the structure and the validity of the content, per developer worksheets and EID mapping examples distributed as part of release notifications. ^{NOTE 3}

Reporting Period:

PO-19A -- One month

PO-19B: -- One month (for those months in

Unit of Measure:

Percent

PO-19 Stand-Alone Test Environment (SATE) Accuracy (continued)

| | |
|--|--|
| which release-related test transactions are completed) | |
| Reporting Comparisons: None | Disaggregation Reporting: PO-19A – Reported separately for each release tested in the reporting period PO-19B -- None |
| Formula: PO-19A $\frac{[(\text{Total number of successfully completed SATE test transactions executed for a Software Release or between-releases performance test completed in the Reporting Period}) \div (\text{Total number of SATE test transactions executed for each Software Release or between-releases performance test completed in the Reporting Period})] \times 100}{100}$ PO-19B $\frac{[(\text{Total number of completed IMA EDI test transactions executed in SATE and production that produce comparable results for each new major IMA Software Release completed in the Reporting Period}) \div (\text{Total number of completed IMA EDI test transactions executed in SATE and production for each new major IMA Software Release completed in the Reporting Period})] \times 100}{100}$ | |
| Exclusions: For PO-19B: <ul style="list-style-type: none"> Transactions that fail due to the unavailability of a content item (e.g., TN exhaustion in SATE or the production environment) or a function in the SATE or production environments (e.g., address validation query or CSR query) that is unsuccessful due to an outage in systems that interface with IMA-EDI (e.g., PREMIS or SIA). Transactions that fail because of differences between the production and SATE results caused when an IMA candidate is implemented into IMA and not SATE (i.e., where CMP decides not to implement an IMA candidate in a SATE release: e.g., the Reject Duplicate LSR candidate in IMA 12.0). This exclusion does not apply during reporting periods in which there are no differences between production IMA and SATE caused by SATE releases packaged pursuant to CMP decisions. | |
| Product Reporting: None | Standard: PO-19A – 95% for each release tested PO-19B – 95% |
| Availability: <div style="text-align: center;">Available</div> | Notes: <ol style="list-style-type: none"> Transactions that are executed and found to have inconsistencies with the data and format rules will be corrected and rerun. Rerun volumes will not be counted in the denominator for PO-19. Such corrections and re-executions are intended to enforce strict adherence to business rules published in Qwest's most current IMA EDI Data and Disclosure Documents. The product and activity combinations that make up the test decks for PO-19B will be updated after each major IMA software release and provided to CLECs with the publication of IMA EDI Draft Interface Technical Specifications for the next major IMA software release as defined in the CMP process. All combinations with EDI transaction volumes > 100 in the previous 12-month period will be included in the test deck. 75 days prior to the execution of the test, Qwest will run a query against IMA to determine which combinations meet the criteria for inclusion (i.e., volumes > 100). |

PO-19 Stand-Alone Test Environment (SATE) Accuracy (continued)

| | |
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| | <p>3. The intent of this provision is to avoid including the effects of circumstances beyond the SATE environment that could cause differences in SATE and production results that are not due to problems in mirroring production. For example, because of real-time data manipulation in production, an appointment availability query transaction in SATE will not return the same list of available appointments as in production. Available appointments in production are fully dependent on real-time activities that occur there, whereas available appointments in SATE are based on a pre-defined list that is representative of production.</p> |
|--|--|

PO-20 (Expanded) – Manual Service Order Accuracy

Purpose:

Evaluates the degree to which Qwest accurately processes CLECs' Local Service Requests (LSRs), which are electronically-submitted and manually processed by Qwest, into Qwest Service Orders, based on mechanized comparisons of specified LSR-Service Order fields and focusing on the percentage of manually-processed Service Orders that are accurate/error-free.

Description:

Measures the percentage of manually-processed Qwest Service Orders that are populated correctly, in specified data fields, with information obtained from CLEC LSRs.

- Includes only Service Orders created from CLEC LSRs that Qwest receives ^{NOTE 1} electronically (via IMA-GUI or IMA-EDI) and manually processes in the creation of Service Orders, regardless of flow through eligibility, subject to exclusions specified below.
- Includes only Service Orders, from the product reporting categories specified below, that request inward line or feature activity (Change, New, and Transfer order types), are assigned a due date by Qwest, and are completed/closed in the reporting period. Change Service Order types included in this measurement consist of all C orders with "I" and "T" action-coded line or feature USOCs.
- All Service Orders satisfying the above criteria and as specified in the Availability section below are evaluated in this measurement.
- An inward line Service Order will be classified as "accurate" and thus counted in the numerator in the formula below when the mechanized comparisons of this measurement determine that the fields specified in the Service Order Fields Evaluated section below (when the source fields have been properly populated on the LSR) are all accurate on the Service Order. An inward feature Service Order will be classified as "accurate" if the fields specified in the Service Order Fields Evaluated section below (when the source fields have been properly populated on the LSR) are all accurate on the Service Order and if no CLEC notifications to the call center have generated call center tickets coded to LSR/SO mismatch for that order.
 - Service Orders will be counted as being accurate if the contents of the relevant fields, as recorded in the completed Service Orders involved in provisioning the service, properly match or correspond to the information from the specified fields as provided in the latest version of associated LSRs.
 - Service orders generated from LSRs receiving a PIA (Provider Initiated Activity value will be counted as being accurate if each and every mismatch has a correct and corresponding PIA value.
 - Service Orders, including those otherwise considered accurate under the above-described mechanized field comparison, will not be counted as accurate if Qwest corrects errors in its Service Order(s) as a result of contacts received from CLECs no earlier than one business day prior to the original due date.

Reporting Period: One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to exclude Service Orders that are the subject of call center tickets counted in OP-5B and OP-5T, as having new service problems attributed to Service Order errors.

Unit of Measure: Percent

Reporting Comparisons:
CLEC Aggregate and individual CLEC

Disaggregation Reporting:
Statewide Level

Formula:

$$[(\text{Number of accurate, evaluated Service Orders}) \div (\text{Number of evaluated Service Orders completed in the reporting period})] \times 100$$

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

| | | |
|---|---|-----|
| Exclusions: <ul style="list-style-type: none"> Service Orders that are the subject of call center tickets counted in OP-5B and OP-5T as having new service problems attributed to Service Order errors. Cancelled Service Orders. Service Orders that cannot be matched to a corresponding LSR Records missing data essential to the calculation of the measurement per the PID. | | |
| Product Reporting: <ul style="list-style-type: none"> Resale and UNE-P (POTS and Centrex 21) Unbundled Loops (Analog and Non-Loaded 2/4-wire, DS1 Capable, DS3 and higher Capable, ADSL Compatible, XDSL-I Capable, ISDN-BRI Capable) | Standard: Benchmarks, as follows: | |
| | Phase 1 | 97% |
| | Phase 2 | 96% |
| | Phase 3 & beyond | 95% |
| Availability: <ul style="list-style-type: none"> Phase 0 – PO-20 (Old) (the first version using sampling of limited fields). (Available now) Phase 1^{NOTE 2} – PO-20 (Expanded) Mechanized version (as defined herein). All qualifying orders associated with initial LSRs received via IMA version 15.0 or higher beginning with May 2004 data reported in Jul 04. Phase 2 – Additional fields added. No later than Sep 04 results reported in Nov 04 Phase 3– Additional fields added. Targeted for 1st Quarter 05 Phase 4 – Additional fields added. (Date TBD). | Notes: <ol style="list-style-type: none"> To be included in the measurement, Service Orders created from CLEC LSRs must be received and completed in the same version of IMA-GUI or IMA-EDI. Phase 1: Consists of all manually-processed, qualifying Service Orders per product reporting category specified above, from throughout Qwest's 14-state local service region. | |

| LSR-Service Order Fields Evaluated | | | |
|---|-----------------------|------------------------------------|--|
| Phase 1 – (Effective with LSRs received beginning May 2004) | | | |
| Mechanized comparison of the fields from the Service Order to the LSR: | | | |
| Form | LSR Field Code | LSR Field Name | Remarks/Service Order Field: |
| LSR | CCNA | Customer Carrier Name Abbreviation | CCNA field of LSR form compared to the RSID/ZCID field identifier in the Extended ID section of the Service Order. |
| | PON | Purchase Order Number | PON field of LSR form compared to the PON field in Bill Section of the Service Order. |
| | D/TSENT | Date and time sent | The D/TSENT field of LSR form from the Firm Order Manager, using applied business day cut-off rules and business typing rules, and compare to the APP (Application Date) used on the Service Order. |
| | CHC | Coordinated Hot Cut Requested | Applies only to Unbundled Loop. Validate that the installation USOC used on the Service Order matches the Coordinated Cut request. (Evaluated in conjunction with the TEST field to determine correct USOC.) |
| | TEST | Testing required | Applies only to Unbundled Loop. Validate that the installation USOC used on the Service Order matches the TEST request. (Evaluated in conjunction with the CHC field to determine correct USOC.) |
| | NC | Network Channel Code | Applies only to Unbundled Loop. NC field on the LSR form compared to provisioning USOC for CKL1 on the Service Order. |

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

| LSR-Service Order Fields Evaluated | | | |
|---|-----------------------|---|---|
| Phase 1 – (Effective with LSRs received beginning May 2004) | | | |
| Mechanized comparison of the fields from the Service Order to the LSR: | | | |
| Form | LSR Field Code | LSR Field Name | Remarks/Service Order Field: |
| | NCI | Network Channel Interface Code | Applies only to Unbundled Loop NCI field on the LSR form compared to provisioning USOC for CKL1 on the Service Order. |
| | SECNCI | Secondary Network Channel Interface Code | Applies only to Unbundled Loop orders. SECNCI field on the LSR form compared to the provisioning USOC for CKL2 on the Service Order. |
| Resale or Centrex | PIC | InterLATA Pre-subscription Indicator Code | PIC field on Resale or Centrex form compared to PIC populated on the "I" or "T" action lines in the Service and Equipment section of the Service Order. <i>Note:</i> LSR PIC = None; S.O. PIC = None |
| | LPIC | IntraLATA Pre-subscription Indicator Code | LPIC field on Resale or Centrex form compared to LPIC populated on the "I" or "T" action lines in the Service and Equipment section of the Service Order. <i>Note:</i> LSR LPIC = None; S.O. LPIC = 9199 LSR LPIC = DFLT; S.O. LPIC = 5123 |
| Resale or Centrex | TNS | Telephone Numbers | Validate that all telephone numbers in the TNS fields in the Service Details section on the Resale or Centrex form requiring inward activity are addressed on the Service Order. |
| | FA/ FEATURE | Feature Activity/Feature Codes | When the FA = N, T, V Validate line and feature USOCs provided in the FEATURE field on the Resale or Centrex form are addressed with "I" and/or "T" action lines on the Service Order. <i>Note:</i> Comparison will be based on the USOCs associated with line and feature activity listed in the PO-20 USOC List posted on Qwest's public website, on the web page containing the current PID www.qwest.com/wholesale/results). Qwest may add USOCs to the list, delete grand-fathered/ discontinued or obsolete USOCs, or update USOCs assigned to listed descriptions by providing notice in the monthly Summary of Notes and updating the list. |

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

| LSR-Service Order Fields Evaluated | | | |
|--|-----------------------|--------------------------------|---|
| Phase 1 – (Effective with LSRs received beginning May 2004) | | | |
| Mechanized comparison of the fields from the Service Order to the LSR: | | | |
| Form | LSR Field Code | LSR Field Name | Remarks/Service Order Field: |
| LS | ECCKT | Exchange Company Circuit ID | Applies to LSRs with ACT = C (only when NC code has not changed, M, or T. ECCKT field on the LS form compared to the CLS field in the Service and Equipment section of the Service Order. |
| LS/ LSNP | CFA | Connecting Facility Assignment | CFA field on the LS or LSNP forms compared to the CFA field used in CKL1 of the Service Order. (Verbal acceptance of CFA changes will be FOC'd and PIA'd, which will account for the mismatch and eliminate it as an error in the PO-20 calculation. |
| DL – Directory Listings form (Evaluated only for Local Main Listings) | LTY | Listing Type | LTY = 1 (Listed – appears in DA and the directory.) Validate that there is a LN in the List section of the Service Order. LTY = 2 (Non Listed – appears only in DA.) Validate that there is non listing instructions in the LN field in the List section of the Service Order. Central/Western Region: Validate that the left handed field is NLST and (NON-LIST) is contained in the NLST data field in the List section of the Service order. Eastern Region: Validate that the left handed field is NL and (NON LIST) is contained in the NL data field in the List section of the Service Order. LTY = 3 (Non Pub - does not appear in the directory and telephone number does not appear in DA.) Validate that there is non published instructions in the LN field in the List section of the Service Order. Central/Western Regions: Validate that the left handed field is NP and (NON-PUB) is contained in the NP data field in the List section of the Service Order. Eastern Region: Validate that the left handed field is NP and (NP LODA) or (NP NODA) is contained in the NP data field in the List section of the Service Order. |
| | TOA | Type of Account | Validate TOA entries (only reviewed when BRO field on DL form is not populated): <ul style="list-style-type: none"> TOA valid entries are B or RP Validate that there is a semi colon (;) within the LN in the List section of the Service Order. TOA valid entries are R or BP Validate that there is a comma (,) within the LN in the List section of the Service Order. Exception: When LSR-TOS = 3, TOA review is Not Applicable. Handled by Complex Listing Group. Requires separate Service Order. |
| | DML | Direct Mail List | DML field = O on DL form; Service Order LN contains (OCLS). |
| | NOSL | No Solicitation Indicator | Arizona Only NOSL field = Y on DL form; Service Order LN contains (NSOL) (OCLS). |

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

| LSR-Service Order Fields Evaluated | | | |
|---|-----------------------|--|--|
| Phase 1 – (Effective with LSRs received beginning May 2004) | | | |
| Mechanized comparison of the fields from the Service Order to the LSR: | | | |
| Form | LSR Field Code | LSR Field Name | Remarks/Service Order Field: |
| | TMKT | Telemarketing | Colorado Only TMKT field = O on DL form; Service Order LN contains (OATD). When both the DML and the TMKT fields are populated, DML validation applies. |
| | LNLN and LNFN | Listed Name | LNLN and LNFN fields on DL form compared to the LN field in the List section of the Service Order. |
| | ADI | Address Indicator | ADI = O on DL form; Service Order LA contains (OAD). |
| | LAPR | Listed Address Number Prefix | LAPR field of the Listing form compared to LA in the List section of the Service Order. |
| | LANO | Listed Address Number | LANO field of the Listing form compared to LA in the List section of the Service Order. |
| | LASF | Listed Address Number Suffix | LASF field of the Listing form compared to LA in the List section of the Service Order. |
| | LASD | Listed Address Street Directional | LASD field of the Listing form compared to LA in the List section of the Service Order. |
| | LASN | Listed Address Street Name | LASN field of the Listing form compared to LA in the List section of the Service Order. |
| | LATH | Listed Address Street Type | LATH field of the Listing form compared to LA in the List section of the Service Order. |
| | LASS | Listed Address Street Directional Suffix | LASS field of the Listing form compared to LA in the List section of the Service Order. |
| | LALOC | Listed Address Locality | LALOC field of the Listing form compared to LA in the List section of the Service Order. |

| Phase 2 – No later than Sep 04 results | | | |
|---|-----------------------|-----------------------------------|---|
| LSR-Service Order Fields Evaluated | | | |
| Mechanized comparison of the fields from the Service Order to the LSR: | | | |
| Form | LSR Field Code | LSR Field Name | Remarks/Service Order Field: |
| LSR | DSPTCH | Dispatch | Limited to Unbundled Loops where ACT = Z or V only. If DSPTCH field on the LSR form = Y, validate dispatch USOC in the Service and Equipment section of the Service Order. |
| Centrex | LTC | Line Treatment Code | Applies only to Centrex 21 LTC field numeric value on the Centrex form compared to the data following the CAT field for the Line USOC on the Service Order. |
| | COS | Class of Service – Qwest Specific | Applies only to Centrex 21. COS field of the Centrex form compared to the CS field in the ID section of the Service Order. |

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

| Phase 2 – No later than Sep 04 results | | | |
|---|-----------------------|-----------------------|--|
| LSR-Service Order Fields Evaluated | | | |
| Mechanized comparison of the fields from the Service Order to the LSR: | | | |
| Form | LSR Field Code | LSR Field Name | Remarks/Service Order Field: |
| Resale or Centrex | FEATURE DETAILS | Feature Details | As specified in Appendix A of the 14 State Working PID. Comparison would be based on the fields associated with the USOC list referenced under Feature Activity in Phase 1 above. |
| Phase 3 – Targeted for 1st Quarter 05 | | | |
| LSR-Service Order Fields Evaluated | | | |
| Mechanized comparison of the fields from the Service Order to the LSR: | | | |
| Form | LSR Field Code | LSR Field Name | Remarks/Service Order Field: |
| Resale or Centrex | BLOCK (Stage 1) | Blocking Type | <p>For each LNUM provided in the Service Detail section of the Resale or Centrex form when BA = E: Note: The BLOCK field may have one or more alpha and/or numeric values per LNUM. This review will only validate based on BA/BLOCK fields and will not address blocking information provided in the “Remark” section on the LSR or the Feature Detail section of the LSR. The values listed below will be considered as follows:</p> <p>If BLOCK contains A, validate FID TBE A is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p> <p>If BLOCK contains B, validate FID TBE B is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p> <p>If BLOCK contains C, validate FID TBE C is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p> <p>If BLOCK contains H, validate FID BLKD is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p> |

PO-20 (Expanded) – Manual Service Order Accuracy (continued)

| Phase 4 – Date TBD | | | |
|--|-----------------------|-------------------------|--|
| LSR-Service Order Fields Evaluated | | | |
| Mechanized comparison of the fields from the Service Order to the LSR: | | | |
| Form | LSR Field Code | LSR Field Name | Remarks/Service Order Field: |
| LSR | DFDT | Desired Frame Due Time | Applicable only to orders for Resale and UNE-P (POTS and Centrex 21) DFDT field on the LSR form compared to the FDT field in the Extended ID section of the Service Order. |
| | DDD | Desired Due Date | DDD field from the last FOC'd LSR compared to the original or last subsequent due date in the Extended ID section on the Service Order when no CFLAG/PIA is present on the FOC. (i.e. Evaluation includes recognition of valid differences between DDD and Service Order based on population of the CFLAG/PIA field on the LSRC (FOC)) |
| DL – Directory Listings form (Evaluated only for Local Main Listings) | LTN | Listed Telephone Number | For Resale and UNE-P (POTS and Centrex 21): LTN field on the Listing form compared to the Main Account Number of the Service Order. For Unbundled Loop: LTN field on the Listing form compared to the TN floated after the LN in the Listing section of the Service Order. |
| | LNPL | Letter Name Placement | LNPL field on the Listing form = L, validate that LN on the Service Order follows letter placement versus word placement. |
| Resale or Centrex | FEATURE DETAILS | Feature Details | If CLECs propose additional FIDs for review, Qwest will undertake a feasibility evaluation. |
| | BLOCK (Stage 2) | Blocking Type | If CLECs identify value in additional Blocking review, Qwest will undertake development. [Requirements to be developed] |

Ordering and Provisioning

OP-2 – Calls Answered within Twenty Seconds – Interconnect Provisioning Center

| | |
|---|---|
| Purpose: Evaluates the timeliness of CLEC access to Qwest's interconnection provisioning center(s) and retail customer access to the Business Office, focusing on the extent calls are answered within 20 seconds. | |
| Description: Measures the percentage of (Interconnection Provisioning Center or Retail Business Office) calls that are answered by an agent within 20 seconds of the first ring. <ul style="list-style-type: none"> Includes all calls to the Interconnect Provisioning Center/Retail Business Office during the reporting period, subject to exclusions specified below. Abandoned calls and busy calls are counted as calls which are not answered within 20 seconds. First ring is defined as when the customer's call is first placed in queue by the ACD (Automatic Call Distributor). Answer is defined as when the call is first picked up by the Qwest agent. | |
| Reporting Period: One month | Unit of Measure: Percent |
| Reporting Comparisons: CLEC aggregate and Qwest Retail results | Disaggregation Reporting: Region-wide level. |
| Formula: $[(\text{Total Calls Answered by Center within 20 seconds}) \div (\text{Total Calls received by Center})] \times 100$ | |
| Exclusions: Time spent in the VRU Voice Response Unit is not counted. | |
| Product Reporting: Not applicable | Standard: Parity |
| Availability: <div style="text-align: center;">Available</div> | Notes: |

OP-3 – Installation Commitments Met

| | |
|---|---|
| Purpose: Evaluates the extent to which Qwest installs services for Customers by the scheduled due date. | |
| Description: Measures the percentage of orders for which the scheduled due date is met. <ul style="list-style-type: none"> All inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period are measured, subject to exclusions specified below. Change order types included in this measurement consist of all C orders representing inward activity. Also included are orders with customer-requested due dates longer than the standard interval. Completion date on or before the Applicable Due Date recorded by Qwest is counted as a met due date. The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. | |
| Reporting Period: One month Unit of Measure: Percent | |
| Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results | Disaggregation Reporting: Statewide level. <ul style="list-style-type: none"> Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to orders involving: <ul style="list-style-type: none"> OP-3A Dispatches within MSAs; OP-3B Dispatches outside MSAs; and OP-3C No dispatches. Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations: <ul style="list-style-type: none"> OP-3D In Interval Zone 1 areas; and OP-3E In Interval Zone 2 areas. |
| Formula: $\left[\frac{\text{Total Orders completed in the reporting period on or before the Applicable Due Date}}{\text{Total Orders Completed in the Reporting Period}} \right] \times 100$ | |
| Exclusions: <ul style="list-style-type: none"> Disconnect, From (another form of disconnect) and Record order types. Due dates missed for standard categories of customer and non-Qwest reasons. Standard categories of customer reasons are: previous service at the location did not have a customer-requested disconnect order issued, no access to customer premises, and customer hold for payment. Standard categories of non-Qwest reasons are: Weather, Disaster, and Work Stoppage. Records involving official company services. Records with invalid due dates or application dates. Records with invalid completion dates. Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. | |

OP – 3 Installation Commitments Met (continued)

| Product Reporting: | | Standards: |
|--|--|--|
| MSA-Type Disaggregation - | | |
| • Resale | | |
| Residential single line service | | Parity with retail service |
| Business single line service | | Parity with retail service |
| Centrex | | Parity with retail service |
| Centrex 21 | | Parity with retail service |
| DS0 (non-designed provisioning) | | Parity with retail service |
| PBX Trunks (non-designed provisioning) | | Parity with retail service |
| Primary ISDN (non-designed provisioning) | | Parity with retail service |
| Basic ISDN (non-designed provisioning) | | Parity with retail service |
| Qwest DSL (non-designed provisioning) | | Parity with retail service |
| • Unbundled Network Element – Platform (UNE-P) (POTS) | | Parity with like retail service |
| • Unbundled Network Element – Platform (UNE-P) (Centrex 21) | | Parity with retail Centrex 21 |
| • Unbundled Network Element – Platform (UNE-P) (Centrex) | | Parity with retail Centrex |
| • Line Splitting | | 95% |
| • Loop Splitting ^{NOTE 1} | | Diagnostic |
| • Line Sharing | | 95% |
| • Sub-Loop Unbundling | | CO: 90% |
| | | All Other States: Diagnostic |
| Zone-Type Disaggregation - | | |
| • Resale | | |
| Primary ISDN (designed provisioning) | | Parity with retail service |
| Basic ISDN (designed provisioning) | | Parity with retail service |
| DS0 (designed provisioning) | | Parity with retail service |
| DS1 | | Parity with retail service |
| PBX Trunks (designed provisioning) | | Parity with retail service |
| Qwest DSL (designed provisioning) | | Parity with retail service |
| DS3 and higher bit-rate services (aggregate) | | Parity with retail service |
| Frame Relay | | Parity with retail service |
| • LIS Trunks | | Parity with Feature Group D (aggregate) |
| • Unbundled Dedicated Interoffice Transport (UDIT) | | |
| UDIT – DS1 level | | Parity with retail DS1 Private Line |
| UDIT – Above DS1 level | | Parity with retail Private Lines above DS1 level |
| Dark Fiber – IOF | | Diagnostic |
| • Unbundled Loops: | | |
| Analog Loop | | 90% |
| Non-loaded Loop (2-wire) | | 90% |
| Non-loaded Loop (4-wire) | | Parity with retail DS1 Private Line |
| DS1-capable Loop | | Parity with retail DS1 Private Line |
| xDSL-I capable Loop | | 90% |
| ISDN-capable Loop | | Parity with retail ISDN BRI |
| ADSL-qualified Loop | | 90% |
| Loop types of DS3 and higher bit-rates (aggregate) | | Parity with retail DS3 and higher bit-rate Private Line services (aggregate) |
| Dark Fiber – Loop | | Diagnostic |
| Loops with Conditioning | | 90% |
| • E911/911 Trunks | | Parity with retail E911/911 Trunks |

OP – 3 Installation Commitments Met (continued)

| | |
|--|--|
| • Enhanced Extended Loops (EELs) – (DS0 level) | WA: 90% |
| | All Other States: Diagnostic |
| • Enhanced Extended Loops (EELs) – (DS1 level) | 90% |
| • Enhanced Extended Loops (EELs) – (DS3 level) | WA: 90% |
| | All Other States: Diagnostic |
| Availability: Available | Notes: 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months. |

OP-4 – Installation Interval

| | |
|---|---|
| Purpose: Evaluates the timeliness of Qwest's installation of services for customers, focusing on the average time to install service. | |
| Description: Measures the average interval (in business days) ^{NOTE 1} between the application date and the completion date for service orders accepted and implemented. <ul style="list-style-type: none"> Includes all inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period, subject to exclusions specified below. Change order types for additional lines consist of all C orders representing inward activity. Intervals for each measured event are counted in whole days: the application date is day zero (0); the day following the application date is day one (1). The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any.^{NOTE 2} Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any.^{NOTE 2} | |
| Reporting Period: One month Unit of Measure: Average Business Days | |
| Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results | Disaggregation Reporting: Statewide level. <ul style="list-style-type: none"> Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to orders involving: <ul style="list-style-type: none"> OP-4A Dispatches within MSAs; OP-4B Dispatches outside MSAs; and OP-4C No dispatches. Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations: <ul style="list-style-type: none"> OP-4D In Interval Zone 1 areas; and OP-4E In Interval Zone 2 areas. |
| Formula: $\frac{\sum[(\text{Order Completion Date}) - (\text{Order Application Date}) - (\text{Time interval between the Original Due Date and the Applicable Date}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})]}{\text{Total Number of Orders Completed in the reporting period}}$ | |
| Explanation: The average installation interval is derived by dividing the sum of installation intervals for all orders (in business days) ^{NOTE 1} by total number of service orders completed in the reporting period. | |
| Exclusions: <ul style="list-style-type: none"> Orders with customer requested due dates greater than the current standard interval. Disconnect, From (another form of disconnect) and Record order types. Records involving official company services. Records with invalid due dates or application dates. Records with invalid completion dates. Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. | |

OP-4 – Installation Interval (continued)

| Product Reporting: | Standards: |
|--|---|
| <u>MSA-Type Disaggregation -</u> | |
| • Resale | |
| Residential single line service | Parity with retail service |
| Business single line service | Parity with retail service |
| Centrex | Parity with retail service |
| Centrex 21 | Parity with retail service |
| DS0 (non-designed provisioning) | Parity with retail service |
| PBX Trunks (non-designed provisioning) | Parity with retail service |
| Primary ISDN (non-designed provisioning) | Parity with retail service |
| Basic ISDN (non-designed provisioning) | Parity with retail service |
| Qwest DSL (non-designed provisioning) | Parity with retail service |
| • Unbundled Network Element – Platform (UNE-P) (POTS) | Parity with like retail service |
| • Unbundled Network Element – Platform (UNE-P) (Centrex 21) | Parity with retail Centrex 21 |
| • Unbundled Network Element – Platform (UNE-P) (Centrex) | Parity with retail Centrex |
| • Line Splitting | 3.3 days |
| • Loop Splitting ^{NOTE 3} | Diagnostic |
| • Line Sharing | 3.3 days |
| • Sub-Loop Unbundling | CO: 6 days |
| | All Other States: Diagnostic |
| <u>Zone-Type Disaggregation -</u> | |
| • Resale | |
| Primary ISDN (designed provisioning) | Parity with retail service |
| Basic ISDN(designed provisioning) | Parity with retail service |
| DS0 (designed provisioning) | Parity with retail service |
| DS1 | Parity with retail service |
| PBX Trunks (designed provisioning) | Parity with retail service |
| Qwest DSL (designed provisioning) | Parity with retail service |
| DS3 and higher bit-rate services (aggregate) | Parity with retail service |
| Frame Relay | Parity with retail service |
| • LIS Trunks | Parity with Feature Group D (aggregate) |
| • Unbundled Dedicated Interoffice Transport (UDIT) | |
| UDIT – DS1 level | Parity with DS1 Private Line Service |
| UDIT – Above DS1 level | Parity with Private Lines above DS1 level |
| Dark Fiber – IOF | Diagnostic |
| • Unbundled Loops: | |
| Analog Loop | 6 days |
| Non-loaded Loop (2-wire) | 6 days |
| Non-loaded Loop (4-wire) | Parity with retail DS1 Private Line |
| DS1-capable Loop | Idaho, Iowa, Montana, Nebraska, North Dakota, Oregon, Wyoming: Parity with retail DS1 Private Line |
| | Arizona, Colorado, Minnesota, New Mexico, South Dakota, Utah, Washington: 5.5 days |
| xDSL-I capable Loop | 6 days |
| ISDN-capable Loop | Parity with retail ISDN BRI |
| ADSL-qualified Loop | 6 days |
| Loop types of DS3 and higher bit-rates (aggregate) | Parity with retail DS3 and higher bit-rate services (aggregate) |

OP-4 – Installation Interval (continued)

| | | |
|--|--|---|
| Dark Fiber – Loop | | Diagnostic |
| Loops with Conditioning | | 15 days |
| <ul style="list-style-type: none"> E911/911 Trunks | | Parity with retail E911/911 Trunks |
| <ul style="list-style-type: none"> Enhanced Extended Loops (EELs) – (DS0 level) | | Diagnostic |
| <ul style="list-style-type: none"> Enhanced Extended Loops (EELs) – (DS1 level) | | 6 days |
| <ul style="list-style-type: none"> Enhanced Extended Loops (EELs) – (DS3 level) | | Diagnostic |
| Availability: Available | | Notes: <ol style="list-style-type: none"> For OP-4C, Saturday is counted as a business day for all orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For all other products under OP-4C and for all products under OP-4A, -4B, -4D, and -4E. Saturday is counted as a business day when the service order is due or completed on Saturday. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months. |

OP-5 – New Service Quality

Purpose:

Evaluates the quality of ordering and installing new services (inward line service orders), focusing on the percentage of newly-installed service orders that are free of CLEC/customer-initiated trouble reports during the provisioning process and within 30 calendar days following installation completion, and focusing on the quality of Qwest's resolution of such conditions with respect to multiple reports.

Description:

Measures two components of new service provisioning quality (OP-5A and -5B) and also reports a combined result (OP-5T), as described below, each as a percentage of all inward line service orders completed in the reporting period that are free of CLEC/customer-reported provisioning and repair trouble reports, as described below. Also measures the percentage of all provisioning and repair trouble reports that constitute multiple trouble reports for the affected service orders. (OP-5R)

- Orders for new services considered in calculating all components of this performance indicator are all inward line service orders completed in the reporting period, including Change (C-type) orders for additional lines/circuits, subject to exclusions shown below. Change order types considered in these measurements consist of all C orders representing [inward activity](#).^{NOTE 1}
- Orders for new service installations include conversions (Retail to CLEC, CLEC to CLEC, and same CLEC converting between products).
- Provisioning or repair trouble reports include both out of service and other service affecting conditions, such as features on a line that are missing or do not function properly upon conversion, subject to exclusions shown below.

OP-5A: New Service Installation Quality Reported to Repair

- Measures the percentage of inward line service orders that are free of repair trouble reports^{NOTE 2} within 30 calendar days of installation completion, subject to exclusions below.
- Repair trouble reports are defined as CLEC/customer notifications to Qwest of out-of-service and other service affecting conditions for which Qwest opens repair tickets in its maintenance and repair management and tracking systems^{NOTE 3} that are closed in the reporting period or the following month,^{NOTE 4} subject to exclusions shown below.^{NOTE 5}
- Qwest is able to open repair tickets for repair trouble reports received from CLECs/customers once the service order is completed in Qwest's systems.

OP-5B: New Service Provisioning Quality

- Measures the percentage of inward line service orders that are free of provisioning trouble reports during the provisioning process and within 30 calendar days of installation completion, subject to exclusions shown below.
- Provisioning trouble reports are defined as CLEC notifications to Qwest of out of service or other service affecting conditions that are attributable to provisioning activities, including but not limited to LSR/service order mismatches and conversion outages. For provisioning trouble reports, Qwest creates call center tickets in its call center database. Subject to exclusions shown below, call center tickets closed in the reporting period or the following month^{NOTE 4} are captured in this measurement. Call center tickets closed to Network reasons will not be counted in OP-5B when a repair trouble report for that order is captured in OP-5A.^{NOTE 5, 6}

OP-5T: New Service Installation Quality Total

- Measures the percentage of inward line service orders that are free of repair or provisioning trouble reports during the provisioning process and within 30 calendar days of installation completion, subject to exclusion shown below.

OP-5R: New Service Quality Multiple Report Rate

- Evaluates the quality of Qwest's responses to repair and provisioning trouble reports for inward line service orders completed in the reporting period. This measurement reports, for those service orders that were *not* free of repair or provisioning trouble reports in OP-5A or OP-5B, the percentage of trouble reports affecting the same service orders that were followed by additional repair and provisioning trouble reports, as specified below.
- Measures the percentage of all repair and provisioning trouble reports considered in OP-5A and OP-5B that are additional repair or provisioning trouble reports received by Qwest for the same service order during the provisioning process or within 30 calendar days following installation

OP- 5 – New Service Quality (continued)

| | | |
|--|--|--|
| <p>completion.</p> <ul style="list-style-type: none"> Additional repair or provisioning trouble reports are defined as all such reports that are received following the first report (whether the first report is represented by a call center ticket or a repair ticket) relating to the same service order during the provisioning process or within 30 calendar days following installation completion. In all cases, the trouble reports counted are those that are defined for OP-5A and OP-5B above. ^{NOTE 7} | | |
| Reporting Period: One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to cover the 30-day period following installation. | | Unit of Measure: Percent |
| Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results | | Disaggregation Reporting: Statewide level |
| Formulas: OP-5A = (Number inward line service orders completed in the reporting period – Number of inward line service orders with any <u>repair trouble reports</u> as specified above) ÷ (Number of inward line service orders completed in the reporting period) x 100 OP-5B = (Number of inward line service orders completed in the reporting period – Number of inward line service orders with any <u>provisioning trouble reports</u> as specified above) ÷ (Number of inward line service orders completed in the reporting period) x 100 OP-5T = ([Number of inward line service orders completed in the reporting period] – Number of inward line service orders with <u>repair or provisioning trouble reports as defined above under OP-5A or OP-5B</u> , as applicable) ÷ (Number of inward line service orders completed in the reporting period) x 100 OP-5R = (Number of all repair and provisioning trouble reports, relating to inward line service orders closed in the reporting period as defined above under OP-5A or OP-5B, that constitute additional repair and provisioning trouble reports, within 30 calendar days following the installation date ÷ Number of all repair and provisioning trouble reports relating to inward line service orders closed in the reporting period, as defined above under OP-5A or OP-5B) x 100 | | |
| Exclusions: <u>Applicable to OP-5A, OP-5T and OP-5R:</u> <ul style="list-style-type: none"> Repair trouble reports attributable to CLEC or coded to non-Qwest reasons as follows: <ul style="list-style-type: none"> For products measured from MTAS data, repair trouble reports coded to disposition codes for: <ul style="list-style-type: none"> Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider); and Reports from other than the CLEC/customer that result in a charge if dispatched. For products measured from WFA (Workforce Administration) data, repair reports coded to codes for: <ul style="list-style-type: none"> Carrier Action (IEC); Customer Provided Equipment (CPE); Commercial power failure; Customer requested service order activity; and Other non-Qwest. Repair reports coded to disposition codes for referral to another department (i.e., for non-repair ticket resolutions of non-installation-related problems, except cable cuts, which are not excluded). <u>Applicable to OP-5B, OP-5T and OP-5R only:</u> <ul style="list-style-type: none"> Provisioning trouble reports attributable to CLEC or non-Qwest causes. Call center tickets relating to activities that occur as part of the normal process of conversion (i.e., while Qwest is actively and properly engaged in process of converting or installing the service). Provisioning trouble reports involving service orders that, at the time of the calls, have fallen out for manual handling and been disassociated from the related service order, as applicable, will be considered as not in the normal process of conversion and will not be excluded. <u>Applicable to OP-5A, OP-5B, OP-5T and OP-5R:</u> <ul style="list-style-type: none"> Repair or provisioning trouble reports related to service orders captured as misses under measurements OP-13 (Coordinated Cuts Timeliness) or OP-17 (LNP Timeliness). Subsequent repair or provisioning trouble reports of any trouble on the installed service before the original repair or provisioning trouble report is closed. Service orders closed in the reporting period with App Dates earlier than eight months prior to the | | |

OP- 5 – New Service Quality (continued)

beginning of the reporting period.

- Information tickets generated for internal Qwest system/network monitoring purposes.
- Disconnect, From (another form of disconnect) and Record order types. When out of service or service affecting problems are reported to the call center on conversion and move requests, the resulting call center ticket will be included in the calculation of the numerator in association with the related inward order type even when the call center ticket reflects the problem was caused by the Disconnect or From order.
- Records involving official Qwest company services.

Records missing data essential to the calculation of the measurement as defined herein.

Product Reporting Categories:

- As specified below – one percentage result reported for each bulleted category under the sub-measurements shown.

Standards:

OP-5A: Parity with retail service

OP-5B: Diagnostic for six months following first reporting. After six months Benchmark (TBD)

OP-5T: Diagnostic

OP-5R: Diagnostic for six months following first reporting. Possible standard (TBD)

(Where parity comparisons involve multiple service varieties in a product category, weighting based on the retail analogue volumes may be used if necessary to create a comparison that is not affected by different proportions of wholesale and retail analogue volumes in the same reporting category.)

OP- 5 – New Service Quality (continued)

| Product Reporting: | | Standards: | |
|---|---|---------------------|---------------------------------|
| Reported under OP-5A, OP-5B, OP-5T and OP-5R: (Product categories may be combined as agreed upon by the parties in Long-Term PID Administration.) | | | |
| | <u>OP-5A</u> | <u>OP-5B</u> | <u>OP-5T & OP-5R</u> |
| Resale | | | |
| Residential single line service | Parity with retail service | 96.5% | Diagnostic |
| Business single line service | Parity with retail service | 96.5% | Diagnostic |
| Centrex | Parity with retail service | 96.5% | Diagnostic |
| Centrex 21 | Parity with retail service | 96.5% | Diagnostic |
| PBX Trunks | Parity with retail service | 96.5% | Diagnostic |
| Basic ISDN | Parity with retail service | 96.5% | Diagnostic |
| Qwest DSL | Parity with retail service | 96.5% | Diagnostic |
| Primary ISDN | Parity with retail service | 96.5% | Diagnostic |
| DS0 | Parity with retail service | 96.5% | Diagnostic |
| DS1 | Parity with retail service | 96.5% | Diagnostic |
| DS3 and higher bit-rate services (aggregate) | Parity with retail service | 96.5% | Diagnostic |
| Frame Relay | Parity with retail service | Diagnostic | Diagnostic |
| • Unbundled Network Element – Platform (UNE-P) (POTS) | Parity with like retail service | 96.5% | Diagnostic |
| • Unbundled Network Element – Platform (UNE-P) (Centrex 21) | Parity with retail Centrex 21 | 96.5% | Diagnostic |
| • Unbundled Network Element – Platform (UNE-P) (Centrex) | Parity with retail Centrex | 96.5% | Diagnostic |
| Line Splitting | Parity with retail Qwest DSL | 96.5% | Diagnostic |
| Loop Splitting ^{NOTE 8} | Diagnostic | Diagnostic | Diagnostic |
| Line Sharing | Parity with retail RES & BUS POTS | 96.5% | Diagnostic |
| Sub-Loop Unbundling | Diagnostic | Diagnostic | Diagnostic |
| Unbundled Loops: | | | |
| Analog Loop | Parity with retail Res & Bus POTS with dispatch | 96.5% | Diagnostic |
| Non-loaded Loop (2-wire) | Parity with retail ISDN BRI | 96.5% | Diagnostic |
| Non-loaded Loop (4-wire) | Parity with retail DS1 | 96.5% | Diagnostic |
| DS1-capable Loop | Parity with retail DS1 | 96.5% | Diagnostic |
| xDSL-I capable Loop | Parity with retail Qwest DSL | 96.5% | Diagnostic |
| ISDN-capable Loop | Parity with retail ISDN BRI | 96.5% | Diagnostic |
| ADSL-qualified Loop | Parity with retail Qwest DSL with dispatch | 96.5% | Diagnostic |
| Loop types of DS3 and higher bit-rates (aggregate) | Parity with retail DS3 and higher bit-rate services (aggregate) | 96.5% | Diagnostic |
| Dark Fiber - Loop | Diagnostic | Diagnostic | Diagnostic |

OP- 5 – New Service Quality (continued)

| | | | |
|---|--|--------------|------------|
| • Enhanced Extended Loops (EELs) – (DS0 level) | Diagnostic until volume criteria are met | 96.5% | Diagnostic |
| • Enhanced Extended Loops (EELs) – (DS1 level) | Parity with retail DS1 Private Line | 96.5% | Diagnostic |
| • Enhanced Extended Loops (EELs) – (above DS1 level) | Diagnostic until volume criteria are met | 96.5% | Diagnostic |
| Reported under OP-5A and under OP-5R (per OP-5A specifications): | | | |
| | OP-5A | OP-5R | |
| • LIS Trunks | Parity with Feature Group D (aggregate) | Diagnostic | |
| Unbundled Dedicated Interoffice Transport (UDIT) | | | |
| UDIT (DS1 Level) | Parity with Retail Private Lines (DS1) | Diagnostic | |
| UDIT (Above DS1 Level) | Parity with Retail Private Lines (Above DS1 level) | Diagnostic | |
| Dark Fiber - IOF | Diagnostic | Diagnostic | |
| • E911/911 Trunks | Parity with Retail E911/911 Trunks | Diagnostic | |
| Availability: Available | Notes: <ol style="list-style-type: none"> 1. The specified Change order types representing inward activity exclude Change orders that do not involve installation of lines (in both wholesale and retail results). Specifically this measurement does not include changes to existing lines, such as number changes and PIC changes. 2. Including consideration of repeat repair trouble reports (i.e., additional reports of trouble related to the same newly-installed line/circuit that are received after the preceding repair report is closed and within 30 days following installation completion) to complete the determination of whether the newly-installed line/circuit was trouble free within 30 days of installation. 3. Qwest's repair management and tracking systems consist of WFA (Work Force Administration), MTAS (Maintenance Tracking and Administration System), and successor repair systems, if any, as applicable to obtain the repair report data for this measurement. Not included are Call Center Database systems supporting call centers in logging calls from customers regarding problems or other inquiries (see OP-5B and OP-5T). 4. The "following month" includes also the period of a few business days (typically four or five) afterward, up to the time when Qwest pulls the repair data to begin processing results for this measurement. 5. Includes repair and provisioning trouble reports generated by new processes that supersede or supplement existing processes for submitting repair and provisioning trouble reports as specified in Qwest's documented or agreed upon procedures. 6. For purposes of calculating OP-5B, a call center ticket for multiple orders with provisioning trouble reports will result in all orders reporting trouble counting as a miss in OP-5B. If a repair trouble report(s) is received for the same orders, the number of orders counted as a miss in OP-5B for Network reasons will be reduced by the number of orders with repair troubles counted as a miss in OP-5A. 7. OP-5R will be counted on a per ticket basis. 8. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months. | | |

OP-6 – Delayed Days

Purpose:

Evaluates the extent Qwest is late in installing services for customers, focusing on the average number of days that late orders are completed beyond the committed due date.

Description:

OP-6A – Measures the average number of [business days](#) ^{NOTE 1} that service is delayed beyond the Applicable Due Date for non-facility reasons attributed to Qwest.

- Includes all inward orders (Change, New, and Transfer order types) that are completed/closed during the reporting period, later, due to non-facility reasons, than the Applicable Due Date recorded by Qwest, subject to exclusions specified below.

OP-6B – Measures the average number of business days ^{NOTE 1} that service is delayed beyond the Applicable Due Date for facility reasons attributed to Qwest.

- Includes all inward orders (Change, New, and Transfer order types) that are completed/closed during the reporting period later due to facility reasons than the original due date recorded by Qwest, subject to exclusions specified below.

For both OP-6A and OP-6B:

- Change order types for additional lines consist of “C” orders representing [inward activity](#).
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. ^{NOTE 2}
- Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. ^{NOTE 2}

Reporting Period: One month

Unit of Measure: Average Business Days

Reporting

Comparisons:
CLEC aggregate,
individual CLEC
and Qwest Retail
results

Disaggregation Reporting: Statewide level.

- Results for products/services listed under Product Reporting under “[MSA](#)-type Disaggregation” will be reported for OP-6A and OP-6B according to orders involving:
 1. Dispatches within MSAs;
 2. Dispatches outside MSAs; and
 3. No dispatches.
- Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to installations:
 4. In [Interval Zone 1](#) areas; and
 5. In [Interval Zone 2](#) areas.

Formula:

OP-6A = $\frac{\sum[(\text{Actual Completion Date of late order for non-facility reasons}) - (\text{Applicable Due Date of late order}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})]}{(\text{Total Number of Late Orders for non-facility reasons completed in the reporting period})}$

OP-6B = $\frac{\sum[(\text{Actual Completion Date of late order for facility reasons}) - (\text{Applicable Due Date of late order})] - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})}{(\text{Total Number of Late Orders for facility reasons completed in the reporting period})}$

OP- 6 – Delayed Days (continued)

| | |
|---|---|
| Exclusions: | |
| <ul style="list-style-type: none"> Orders affected only by delays that are solely for customer and/or CLEC reasons. Disconnect, From (another form of disconnect) and Record order types. Records involving official company services. Records with invalid due dates or application dates. Records with invalid completion dates. Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. | |
| Product Reporting: | Standards: |
| <u>MSA-Type Disaggregation -</u> | |
| <ul style="list-style-type: none"> Resale | |
| Residential single line service | Parity with retail service |
| Business single line service | Parity with retail service |
| Centrex | Parity with retail service |
| Centrex 21 | Parity with retail service |
| DS0 (non-designed provisioning) | Parity with retail service |
| PBX Trunks (non-designed provisioning) | Parity with retail service |
| Primary ISDN (non-designed provisioning) | Parity with retail service |
| Basic ISDN (non-designed provisioning) | Parity with retail service |
| Qwest DSL (non-designed provisioning) | Parity with retail service |
| <ul style="list-style-type: none"> Unbundled Network Element – Platform (UNE-P) (POTS) | Parity with like retail service |
| <ul style="list-style-type: none"> Unbundled Network Element – Platform (UNE-P) (Centrex 21) | Parity with retail Centrex 21 |
| <ul style="list-style-type: none"> Unbundled Network Element – Platform (UNE-P) (Centrex) | Parity with retail Centrex |
| <ul style="list-style-type: none"> Line Splitting | Parity with retail Qwest DSL |
| <ul style="list-style-type: none"> Loop Splitting ^{NOTE 3} | Diagnostic |
| <ul style="list-style-type: none"> Line Sharing | Parity with retail Qwest DSL |
| <ul style="list-style-type: none"> Sub-Loop Unbundling | Diagnostic |
| <u>Zone-type Disaggregation -</u> | |
| <ul style="list-style-type: none"> Resale | |
| Primary ISDN (designed provisioning) | Parity with retail service |
| Basic ISDN (designed provisioning) | Parity with retail service |
| DS0 (designed provisioning) | Parity with retail service |
| DS1 | Parity with retail service |
| PBX Trunks (designed provisioning) | Parity with retail service |
| Qwest DSL (designed provisioning) | Parity with retail service |
| DS3 and higher bit-rate services (aggregate) | Parity with retail service |
| Frame Relay | Parity with retail service |
| <ul style="list-style-type: none"> LIS Trunks | Parity with Feature Group D (aggregate) |
| <ul style="list-style-type: none"> Unbundled Dedicated Interoffice Transport (UDIT) | |
| UDIT – DS1 level | Parity with retail DS1 Private Line- Service |
| UDIT – Above DS1 level | Parity with retail Private Line- Services above DS1 level |
| Dark Fiber – IOF | Diagnostic |
| <ul style="list-style-type: none"> Unbundled Loops: | |
| Analog Loop | Parity with retail Res and Bus POTS with dispatch |
| Non-loaded Loop (2-wire) | Parity with retail ISDN BRI |
| Non-loaded Loop (4-wire) | Parity with retail DS1 Private Line |
| DS1-capable Loop | Parity with retail DS1 Private Line |
| xDSL-I capable Loop | Parity with retail Qwest DSL, with dispatch |
| ISDN-capable Loop | Parity with retail ISDN BRI |
| ADSL-qualified Loop | Parity with retail Qwest DSL, with dispatch |

OP- 6 – Delayed Days (continued)

| | | |
|--|--|--|
| Loop types of DS3 and higher bit-rates (aggregate) | | Parity with retail DS3 and higher bit-rate Private Line services (aggregate) |
| Dark Fiber – Loop | | Diagnostic |
| • E911/911 Trunks | | Parity with retail E911/911 Trunks |
| • Enhanced Extended Loops (EELs) – (DS0 level) | | Diagnostic |
| • Enhanced Extended Loops (EELs) – (DS1 level) | | OP-6A: Parity with retail DS1 Private Line OP-6B: Diagnostic |
| • Enhanced Extended Loops (EELs) – (DS3 level) | | Diagnostic |
| Availability: Available | Notes: | |
| | <ol style="list-style-type: none">For OP-6A-3 and OP-6B-3, Saturday is counted as a business day for all orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For all other products under OP-6A-3 and OP-6B-3, and for all products under OP-6A-1, -6A-2, -6A-4, -6A-5, -6B-1, -6B-2, -6B-4, and -6B-5, Saturday is counted as a business day when the service order is due or completed on Saturday.According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months. | |

OP-7 – Coordinated “Hot Cut” Interval – Unbundled Loop

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|--|---|
| Purpose: Evaluates the duration of completing coordinated “hot cuts” of unbundled loops, focusing on the time actually involved in disconnecting the loop from the Qwest network and connecting/testing the loop. | |
| Description: Measures the average time to complete coordinated “hot cuts” for unbundled loops, based on intervals beginning with the “lift” time and ending with the completion time of Qwest’s applicable tests for the loop. <ul style="list-style-type: none"> Includes all coordinated hot cuts of unbundled loops that are completed/closed during the reporting period, subject to exclusions specified below. “Hot cut” refers to moving the service of existing customers from Qwest’s switch/frames to the CLEC’s equipment, via unbundled loops, that will serve the customers. “Lift” time is defined as when Qwest disconnects the existing loop. “Completion time” is defined as when Qwest completes the applicable tests after connecting the loop to the CLEC. | |
| Reporting Period: One month | Unit of Measure: Hours and Minutes |
| Reporting Comparisons: CLEC aggregate and individual CLEC results | Disaggregation Reporting: Statewide level. |
| Formula: $\frac{\sum[\text{Completion time} - \text{Lift time}]}{\text{Total Number of unbundled loops with coordinated cutovers completed in the reporting period}}$ | |
| Exclusions: <ul style="list-style-type: none"> Time intervals associated with CLEC-caused delays. Records missing data essential to the calculation of the measurement per the PID. Invalid start/stop dates/times or invalid scheduled date/times. | |
| Product Reporting: Coordinated Unbundled Loops – Reported separately for: <ul style="list-style-type: none"> Analog Loops All other Loop Types | Standard: CO: 1 hour All Other States: Diagnostic in light of OP-13 (Coordinated Cuts On Time) |
| Availability: <div style="text-align: center;">Available</div> | Notes: |

OP-8 – Number Portability Timeliness

| | |
|---|---|
| Purpose: Evaluates the timeliness of cutovers of local number portability (LNP). | |
| Description: OP-8B – LNP Timeliness with Loop Coordination (percent): Measures the percentage of coordinated LNP triggers set prior to the scheduled start time for the loop. <ul style="list-style-type: none"> All orders for LNP coordinated with unbundled loops that are completed/closed during the reporting period are measured, subject to exclusions specified below. OP-8C – LNP Timeliness without Loop Coordination (percent): Measures the percentage of LNP triggers set prior to the Frame Due Time or scheduled start time for the LNP cutover as applicable. <ul style="list-style-type: none"> All orders for LNP for which coordination with a loop was not requested that are completed/closed during the reporting period are measured (including standalone LNP coordinated with other than Qwest-provided Unbundled Loops and non-coordinated, standalone LNP), subject to exclusions specified below. For purposes of these measurements (OP-8B and -8C), “trigger” refers to the “10-digit unconditional trigger” or Line Side Attribute (LSA) that is set or translated by Qwest. “Scheduled start time” is defined as the confirmed appointment time (as stated on the FOC), or a newly negotiated time. In the case of LNP cutovers coordinated with loops, the scheduled time used in this measurement will be no later than the “lay” time for the loop. | |
| Reporting Period: One month | Unit of Measure: Percent of triggers set on time |
| Reporting Comparisons: CLEC aggregate and individual CLEC results | Disaggregation Reporting: Statewide level. |
| Formula: $\text{OP-8B} = \left[\frac{\text{Number of LNP triggers set before the scheduled time for the coordinated loop cutover}}{\text{Total Number of LNP activations coordinated with unbundled loops completed}} \right] \times 100$ $\text{OP-8C} = \left[\frac{\text{Number of LNP triggers set before the Frame Due Time or Scheduled Start Time}}{\text{Total Number of LNP activations without loop cutovers completed}} \right] \times 100$ | |
| Exclusions: <ul style="list-style-type: none"> CLEC-caused delays in trigger setting. LNP requests that do not involve automatic triggers (e.g., DID lines without separate, unique telephone numbers and Centrex 21). LNP requests for which the records used as sources of data for these measurements have the following types of errors: <ul style="list-style-type: none"> Records with no PON (purchase order number) or STATE. Records where triggers cannot be set due to switch capabilities. Records with invalid due dates, application dates, or start dates. Records with invalid completion dates. Records missing data essential to the calculation of the measurement per the PID. Invalid start/stop dates/times or invalid frame due or scheduled date/times. | |
| Product Reporting: None | Standard: 95% |
| Availability: Available | Notes: |

OP-13 – Coordinated Cuts On Time – Unbundled Loop

Purpose:

Evaluates the percentage of coordinated cuts of unbundled loops that are completed on time, focusing on cuts completed within one hour of the committed order due time and the percent that were started without CLEC approval.

Description:

- Includes all LSRs for coordinated cuts of unbundled loops that are completed/closed during the reporting period, subject to exclusions specified below.
 - OP-13A – Measures the percentage of LSRs (CLEC orders) for all coordinated cuts of unbundled loops that are started and completed on time. For coordinated loop cuts to be counted as “on time” in this measurement, the CLEC must agree to the start time, and Qwest must (1) receive verbal CLEC approval before starting the cut or lifting the loop, (2) complete the physical work and appropriate tests, (3) complete the Qwest portion of any associated LNP orders and (4) call the CLEC with completion information, all within one hour of the time interval defined by the committed order due time.
 - OP-13B – Measures the percentage of all LSRs for coordinated cuts of unbundled loops that are actually started without CLEC approval.
 - “Scheduled start time” is defined as the confirmed appointment time (as stated on the FOC), or a newly negotiated appointment time.
 - The “committed order due time” is based on the number and type of loops involved in the cut and is calculated by adding the applicable time interval from the following list to the scheduled start time:
 - Analog unbundled loops:
 - 1 to 16 lines: 1 Hour
 - 17 to 24 lines: 2 Hours
 - 25+ lines: Project*
 - All other unbundled loops:
 - 1 to 5 lines: 1 Hour
 - 6 to 8 lines: 2 Hours
 - 9 to 11 lines: 3 Hours
 - 12 to 24 lines: 4 Hours
 - 25+ lines: Project*
- *For [Projects](#) scheduled due dates and scheduled start times will be negotiated between CLEC and Qwest, but no committed order due time is established. Therefore, projects are not included in OP-13A (see exclusion below).
- “Stop” time is defined as when Qwest notifies the CLEC that the Qwest physical work and the appropriate tests have been successfully accomplished, including the Qwest portion of any coordinated LNP orders.
 - Time intervals following the scheduled start time or during the cutover process associated with customer-caused delays are subtracted from the actual cutover duration.
 - Where Qwest’s records of completed coordinated cut transactions are missing evidence of CLEC approval of the cutover, the cut will be counted as a miss under both OP-13A and OP-13B.

Reporting Period: One month

Unit of Measure: Percent

Reporting Comparisons: CLEC aggregate and individual CLEC results

Disaggregation Reporting: Statewide level.
Results for this measurement will be reported according to:
OP-13A Cuts Completed On Time
OP-13B Cuts Started Without CLEC Approval

OP-13 – Coordinated Cuts On Time – Unbundled Loop (continued)

| | |
|---|---|
| <p>Formula:</p> <p>OP-13A = $\left[\frac{\text{Count of LSRs for Coordinated Unbundled Loop cuts completed "On Time"}}{\text{Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period}} \right] \times 100$</p> <p>OP-13B = $\left[\frac{\text{Count of LSRs for Coordinated Unbundled Loop cuts whose actual start time occurs without CLEC approval}}{\text{Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period}} \right] \times 100$</p> | |
| <p>Exclusions:</p> <p>Applicable to OP-13A:</p> <ul style="list-style-type: none"> Loop cuts that involve CLEC-requested non-standard methodologies, processes, or timelines. <p>OP-13A & OP-13B:</p> <ul style="list-style-type: none"> Records with invalid completion dates. Records missing data essential to the calculation of the measurement per the PID which are not otherwise designated to be "counted as a miss". Invalid start/stop dates/times or invalid scheduled date/times. Projects involving 25 or more lines. | |
| <p>Product Reporting: Coordinated Unbundled Loops – Reported separately for:</p> <ul style="list-style-type: none"> Analog Loops All Other Loops | <p>Standards:</p> <p>OP-13A:</p> <p>AZ: 90 Percent or more</p> <p>All Other States: 95 Percent or more</p> <p>OP-13B: Diagnostic</p> |
| <p>Availability:</p> <p>Available</p> | <p>Notes:</p> |

OP-15 – Interval for Pending Orders Delayed Past Due Date

| | |
|--|---|
| Purpose: Evaluates the extent to which Qwest's pending orders are late, focusing on the average number of days the pending orders are delayed past the Applicable Due Date, as of the end of the reporting period. | |
| Description: OP-15A – Measures the average number of business days that pending orders are delayed beyond the Applicable Due Date for reasons attributed to Qwest. <ul style="list-style-type: none"> Includes all pending inward orders (Change, New, and Transfer order types) for which the Applicable Due Date recorded by Qwest has been missed, subject to exclusions specified below. Change order types included in this measurement consist of all "C" orders representing inward activity. The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. ^{NOTE 1} Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. ^{NOTE 1} OP-15B – Reports the number of pending orders measured in the numerator of OP-15A that were delayed for Qwest facility reasons. | |
| Reporting Period: One month | Unit of Measure: OP-15A – Average Business Days ^{NOTE 2} OP-15B – Number of orders pending facilities |
| Reporting Comparisons: CLEC aggregate, individual CLEC, Qwest retail | Disaggregation Reporting: Statewide |
| Formula: OP-15A = $\frac{\sum[(\text{Last Day of Reporting Period}) - (\text{Applicable Due Date of Late Pending Order}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})]}{(\text{Total Number of Pending Orders Delayed for Qwest reasons as of the last day of Reporting Period})}$ OP-15B = Count of pending orders measured in numerator of OP-15A that were delayed for Qwest facility reasons | |
| Exclusions: <ul style="list-style-type: none"> Disconnect, From (another form of disconnect) and Record order types. Records involving official company services. Records with invalid due dates or application dates. Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. | |

OP-15 – Interval for Pending Orders Delayed Past Due Date (continued)

| Product Reporting: | Standards: OP-15B = diagnostic only For OP-15A: |
|--|---|
| • Resale | |
| Residential single line service | Diagnostic (Expectation: Parity with retail service) |
| Business single line service | Diagnostic (Expectation: Parity with retail service) |
| Centrex | Diagnostic (Expectation: Parity with retail service) |
| Centrex 21 | Diagnostic (Expectation: Parity with retail service) |
| | |
| PBX Trunk | Diagnostic (Expectation: Parity with retail service) |
| Basic ISDN | Diagnostic (Expectation: Parity with retail service) |
| Qwest DSL | Diagnostic (Expectation: Parity with retail service) |
| Primary ISDN | Diagnostic (Expectation: Parity with retail service) |
| DS0 | Diagnostic (Expectation: Parity with retail service) |
| DS1 | Diagnostic (Expectation: Parity with retail service) |
| DS3 and higher bit-rate services (aggregate) | Diagnostic (Expectation: Parity with retail service) |
| Frame Relay | Diagnostic (Expectation: Parity with retail service) |
| • Unbundled Network Element – Platform (UNE-P) (POTS) | Diagnostic (Expectation: Parity with retail service) |
| • Unbundled Network Element – Platform (UNE-P) (Centrex 21) | Diagnostic (Expectation: Parity with retail Centrex 21) |
| • Unbundled Network Element – Platform (UNE-P) (Centrex) | Diagnostic (Expectation: Parity with retail Centrex) |
| • Line Splitting | Diagnostic (Expectation: Parity with retail Qwest DSL) |
| • Loop Splitting ^{NOTE 3} | Diagnostic |
| • Line Sharing | Diagnostic (Expectation: Parity with retail Qwest DSL) |
| • Sub-Loop Unbundling | Diagnostic |
| • LIS Trunks | Diagnostic (Expectation: Parity with Feature Group D (aggregate)) (separately reported) |
| • Unbundled Dedicated Interoffice Transport (UDIT) | |
| UDIT – DS1 level | Diagnostic (Expectation: Parity with DS1 Private Line- Service) |
| UDIT – Above DS1 level | Diagnostic (Expectation: Parity with Private Line-Services above DS1 level) |
| Dark Fiber – IOF | Diagnostic |
| • Unbundled Loops: | |
| Analog Loop | Diagnostic (Expectation: Parity with retail Res and Bus POTS with dispatch) |
| Non-loaded Loop (2-wire) | Diagnostic (Expectation: Parity with retail ISDN BRI) |
| Non-loaded Loop (4-wire) | Diagnostic (Expectation: Parity with retail DS1) |
| DS1-capable Loop | Diagnostic (Expectation: Parity with retail DS1) |
| ISDN-capable Loop | Diagnostic (Expectation: Parity with ISDN-BRI) |
| ADSL-qualified Loop | Diagnostic (Expectation: Parity with retail Qwest DSL with dispatch) |
| Loop types of DS3 or higher bit rate (aggregate) | Diagnostic (Expectation: Parity with retail DS3 and higher bit-rate services (aggregate)) |
| Dark Fiber – Loop | Diagnostic |
| • E911/911 Trunks | Diagnostic (Expectation: Parity with retail E911/911 Trunks) |
| • Enhanced Extended Loops (EELs) | Diagnostic |

OP-15 – Interval for Pending Orders Delayed Past Due Date (continued)

| | |
|-----------------------------------|--|
| Availability: Available | Notes: <ol style="list-style-type: none">1. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.2. For OP-15A, Saturday is counted as a business day for all non-dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for non-dispatched orders in the retail analogues specified above as standards. For all other non-dispatched products and for all dispatched products under OP-15A, Saturday is not counted as a business day.3. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months. |
|-----------------------------------|--|

OP-17 – Timeliness of Disconnects associated with LNP Orders

Purpose:

Evaluates the quality of Qwest completing LNP telephone number porting, focusing on the degree to which porting occurs without implementing associated disconnects before the scheduled time/date.

Description:

OP-17A

- Measures the percentage of all LNP telephone numbers (TNs), both stand alone and associated with loops, that are ported without the incidence of disconnects being made by Qwest before the scheduled time/date, as identified by associated qualifying trouble reports.
 - Focuses on disconnects associated with timely CLEC requests for delaying the disconnects or no requests for delays.
 - The scheduled time/date is defined as 11:59 p.m. on (1) the due date of the LNP order recorded by Qwest or (2) the delayed disconnect date requested by the CLEC, where the CLEC submits a timely request for delay of disconnection.
 - A CLEC request for delay of disconnection is considered timely if received by Qwest before 8:00 p.m. MT on the current due date of the LNP order recorded by Qwest.

OP-17B

- Measures the percentage of all LNP telephone numbers (TNs), both stand alone and associated with loops, that are ported without the incidence of disconnects being made by Qwest before the scheduled time/date, as identified by associated qualifying trouble reports.
 - Includes only disconnects associated with untimely CLEC requests for delaying the disconnects.
 - A CLEC request for delay of disconnection is considered "untimely" if received by Qwest after 8:00 p.m. MT on the current due date of the LNP order recorded by Qwest and before 12:00 p.m. MT (noon) on the day after the current due date.
- Disconnects are defined as the removal of switch translations, including the 10-digit trigger.
- Disconnects that are implemented early, and thus counted as a "miss" under this measurement, are those that the CLEC identifies as such to Qwest via trouble reports, within four calendar days of the actual disconnect date, that are confirmed to be caused by disconnects being made before the scheduled time.
- Includes all CLEC orders for LNP TNs completed in the reporting period, subject to exclusions specified below.

Reporting Period: One month

Unit of Measure: Percent

Reporting Comparisons: CLEC Aggregate and Individual CLEC

Disaggregation Reporting: Statewide

Formula:

$$\left[\frac{\text{(Total number of LNP TNs ported pursuant to orders completed in the reporting period – Number of TNs with qualifying trouble reports notifying Qwest that disconnection before the scheduled time has occurred)}}{\text{Total Number of LNP TNs ported pursuant to orders completed in the reporting period}} \right] \times 100$$

OP-17 – Timeliness of Disconnects associated with LNP Orders (continued)

Exclusions:**OP-17A only**

- Trouble reports notifying Qwest of early disconnects associated with situations for which the CLEC has failed to submit timely requests to have disconnects held for later implementation.

OP-17A & B

- Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects.
- LNP requests that do not involve automatic triggers (e.g., DID lines without separate, unique TNs, and Centrex 21).
- Records with invalid trouble receipt dates.
- Records with invalid cleared, closed or due dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

OP-17B only

- Trouble reports notifying Qwest of early disconnects associated with situations for which the CLEC did not submit its untimely requests by 12:00 p.m. MT (noon) on the day after the LNP due date to have disconnects held for later implementation.

| | |
|-----------------------------------|---|
| Product Reporting: LNP | Standards: OP-17A – 98.25% OP-17B – Diagnostic only, in light of its measuring only requests for delay of disconnect that are defined as untimely. |
| Availability: Available | Notes: |

Maintenance and Repair

MR-2 – Calls Answered within 20 Seconds – Interconnect Repair Center

| | |
|---|---|
| Purpose: Evaluates Customer access to Qwest's Interconnection and/or Retail Repair Center(s), focusing on the number of calls answered within 20 seconds. | |
| Description: Measures the percentage of Interconnection and/or Retail Repair Center calls answered within 20 seconds of the first ring. <ul style="list-style-type: none"> Includes all calls to the Interconnect Repair Center during the reporting period, subject to exclusions specified below. First ring is defined as when the customer's call is first placed in queue by the ACD (Automatic Call Distributor). Answer is defined as when the call is first picked up by the Qwest agent. Abandoned calls and busy calls are counted as calls which are not answered within 20 seconds. | |
| Reporting Period: One month | Unit of Measure: Percent |
| Reporting Comparisons: CLEC aggregate and Qwest Retail levels. | Disaggregation Reporting: Region-wide level. |
| Formula: $[(\text{Total Calls Answered by Center within 20 seconds}) \div (\text{Total Calls received by Center})] \times 100$ | |
| Exclusions: Time spent in the VRU (Voice Response Unit) is not counted. | |
| Product Reporting: None | Standard: Parity |
| Availability: Available | Notes: |

MR-3 – Out of Service Cleared within 24 Hours

| | |
|---|--|
| Purpose: Evaluates timeliness of repair for specified services, focusing on trouble reports where the out-of-service trouble reports were cleared within the standard estimate for specified services (i.e., 24 hours for out-of-service conditions). | |
| Description: Measures the percentage of out of service trouble reports, involving specified services, that are cleared within 24 hours of receipt of trouble reports from CLECs or from retail customers. <ul style="list-style-type: none"> Includes all trouble reports, closed during the reporting period, which involve a specified service that is out-of-service (i.e., unable to place or receive calls), subject to exclusions specified below. Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared. | |
| Reporting Period: One month Unit of Measure: Percent | |
| Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results | Disaggregation Reporting: Statewide level. <ul style="list-style-type: none"> Results for product/services listed in Product Reporting under “MSA-Type Disaggregation” will be disaggregated and reported according to trouble reports involving: <ul style="list-style-type: none"> MR-3A Dispatches within MSAs; MR-3B Dispatches outside MSAs; and MR-3C No dispatches. Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to trouble reports involving: <ul style="list-style-type: none"> MR-3D In Interval Zone 1 areas; and MR-3E In Interval Zone 2 areas. |
| Formula: $[(\text{Number of Out of Service Trouble Reports closed in the reporting period that are cleared within 24 hours}) \div (\text{Total Number of Out of Service Trouble Reports closed in the reporting period})] \times 100$ | |
| Exclusions: <ul style="list-style-type: none"> Trouble reports coded as follows: <ul style="list-style-type: none"> For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider). For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE). Subsequent trouble reports of any trouble before the original trouble report is closed. Information tickets generated for internal Qwest system/network monitoring purposes. Time delays due to “no access” are excluded from repair time for products/services listed in Product Reporting under “Zone-type Disaggregation”. For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a “no access” delay. Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete. Records involving official company services. Records with invalid trouble receipt dates. Records with invalid cleared or closed dates. Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. | |

MR-3 – Out of Service Cleared within 24 Hours (Continued)

| Product Reporting: | Standards: |
|--|--|
| <u>MSA-Type Disaggregation -</u> | |
| • Resale | |
| Residential single line service | Parity with retail service |
| Business single line service | Parity with retail service |
| Centrex | Parity with retail service |
| Centrex 21 | Parity with retail service |
| PBX Trunks | Parity with retail service |
| Basic ISDN | Parity with retail service |
| • Unbundled Network Element – Platform (UNE-P) (POTS) | Parity with appropriate retail service |
| • Unbundled Network Element – Platform (UNE-P) (Centrex 21) | Parity with retail Centrex 21 |
| • Unbundled Network Element – Platform (UNE-P) (Centrex) | Parity with retail Centrex |
| • Line Splitting | Parity with retail Qwest DSL |
| • Loop Splitting ^{NOTE 1} | Diagnostic |
| • Line Sharing | CO: Parity with Qwest DSL All Other States: Parity with RES and BUS POTS |
| • Sub-Loop Unbundling | CO: Parity with retail ISDN-BRI All Other States: Diagnostic |
| <u>Zone-type Disaggregation -</u> | |
| • Resale | |
| Qwest DSL | Parity with retail service |
| • Unbundled Loops | |
| Analog Loop | Parity with retail Res and Bus POTS |
| Non-loaded Loop (2 wire) | Parity with retail ISDN-BRI |
| xDSL-I capable Loop | Parity with retail Qwest IDSL |
| ISDN-capable Loop | Parity with ISDN-BRI |
| ADSL-qualified Loop | Parity with retail Qwest DSL |
| Availability: Available | Notes: 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months. |

MR-4 – All Troubles Cleared within 48 hours

| | |
|---|---|
| Purpose: Evaluates timeliness of repair for specified services, focusing on trouble reports of all types (both out of service and service affecting) and on the number of such trouble reports cleared within the standard estimate for specified services (i.e., 48 hours for service-affecting conditions). | |
| Description: Measures the percentage of trouble reports, for specified services, that are cleared within 48 hours of receipt of trouble reports from CLECs or from retail customers. <ul style="list-style-type: none"> Includes all trouble reports, closed during the reporting period, which involve a specified service, subject to exclusions specified below. Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared. | |
| Reporting Period: One month Unit of Measure: Percent | |
| Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results | Disaggregation Reporting: Statewide level. <ul style="list-style-type: none"> Results for product/services listed in Product Reporting under “MSA-Type Disaggregation” will be disaggregated and reported according to trouble reports involving: <ul style="list-style-type: none"> MR-4A Dispatches within MSAs; MR-4B Dispatches outside MSAs; and MR-4C No dispatches. Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to trouble reports involving: <ul style="list-style-type: none"> MR-4D In Interval Zone 1 areas; and MR-4E In Interval Zone 2 areas |
| Formula: $[(\text{Total Trouble Reports closed in the reporting period that are cleared within 48 hours}) \div (\text{Total Trouble Reports closed in the reporting period})] \times 100$ | |
| Exclusions: <ul style="list-style-type: none"> Trouble reports coded as follows: <ul style="list-style-type: none"> For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider). For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE). Subsequent trouble reports of any trouble before the original trouble report is closed. Information tickets generated for internal Qwest system/network monitoring purposes. Time delays due to “no access” are excluded from repair time for products/services listed in Product Reporting under “Zone-type Disaggregation”. For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a “no access” delay. Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete. Records involving official company services. Records with invalid trouble receipt dates. Records with invalid cleared or closed dates. Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. | |

MR-4 – All Troubles Cleared within 48 Hours (Continued)

| Product Reporting: | Standards: |
|--|--|
| <u>MSA-Type Disaggregation -</u> | |
| • Resale | |
| Residential single line service | Parity with retail service |
| Business single line service | Parity with retail service |
| Centrex | Parity with retail service |
| Centrex 21 | Parity with retail service |
| PBX Trunks | Parity with retail service |
| Basic ISDN | Parity with retail service |
| • Unbundled Network Element – Platform (UNE-P) (POTS) | Parity with appropriate retail service |
| • Unbundled Network Element – Platform (UNE-P) (Centrex 21) | Parity with retail Centrex 21 |
| • Unbundled Network Element – Platform (UNE-P) (Centrex) | Parity with retail Centrex |
| • Line Splitting | Parity with retail Qwest DSL |
| • Loop Splitting ^{NOTE 1} | Diagnostic |
| • Line Sharing | Parity with RES and BUS POTS |
| • Sub-Loop Unbundling | Diagnostic |
| <u>Zone-Type Disaggregation -</u> | |
| • Resale | |
| Qwest DSL | Parity with retail service |
| • Unbundled Loops: | |
| Analog Loop | Parity with retail Res and Bus POTS |
| Non-loaded Loop (2 wire) | Parity with retail ISDN-BRI |
| xDSL-I capable Loop | Parity with retail Qwest IDSL |
| ISDN-capable Loop | Parity with retail ISDN-BRI |
| ADSL-qualified Loop | Parity with retail Qwest DSL |
| Availability: Available | Notes: 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months. |

MR-5 – All Troubles Cleared within 4 hours

| | |
|---|---|
| Purpose: Evaluates timeliness of repair for specified services, focusing on all trouble reports of all types (including out of service and service affecting troubles) and on the number of such trouble reports cleared within the standard estimate for specified services (i.e., 4 hours). | |
| Description: Measures the percentage of trouble reports for specified services that are cleared within 4 hours of receipt of trouble reports from CLECs or from retail customers. <ul style="list-style-type: none"> Includes all trouble reports, closed during the reporting period, which involve a specified service, subject to exclusions specified below. Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared. | |
| Reporting Period: One month | Unit of Measure: Percent |
| Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results | Disaggregation Reporting: Statewide level. Results for listed products will be disaggregated according to trouble reports: <ul style="list-style-type: none"> MR-5A In Interval Zone 1 areas; and MR-5B In Interval Zone 2 areas. |
| Formula: $[(\text{Number of Trouble Reports closed in the reporting period that are cleared within 4 hours}) \div (\text{Total Trouble Reports closed in the reporting period})] \times 100$ | |
| Exclusions: <ul style="list-style-type: none"> Trouble reports coded as follows: <ul style="list-style-type: none"> For products measured using WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE). Subsequent trouble reports of any trouble before the original trouble report is closed. Information tickets generated for internal Qwest system/network monitoring purposes. Time delays due to “no access” are excluded from repair time. Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete. Records involving official company services. Records with invalid trouble receipt dates. Records with invalid cleared or closed dates. Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. | |

MR-5 – All Troubles Cleared within 4 hours (continued)

| | |
|--|---|
| Product Reporting: | Standards: |
| Zone-Type Disaggregation - | |
| • Resale | |
| Primary ISDN | Parity with retail service |
| DS0 | Parity with retail service |
| DS1 | Parity with retail service |
| DS3 and higher bit-rate services (aggregate) | Parity with retail service |
| Frame Relay | Parity with retail service |
| • LIS Trunks | Parity with Feature Group D (aggregate) |
| • Unbundled Dedicated Interoffice Transport (UDIT) | |
| UDIT – DS1 level | Parity with DS1 Private Line Service |
| UDIT – Above DS1 level | Parity with Private Line Services above DS1 level |
| • Unbundled Loops: | |
| Non-loaded Loop (4-wire) | Parity with retail DS1 |
| DS1-capable Loop | Parity with retail DS1 |
| Loop types of DS3 and higher bit-rates (aggregate) | Parity with retail DS3 and higher bit-rate services (aggregate) |
| • E911/911 Trunks | Parity with retail E911/911 Trunks |
| • Enhanced Extended Loops (EELs) – (DS0 level) | Diagnostic |
| • Enhanced Extended Loops (EELs) – (DS1 level) | Parity with retail DS1 Private Line |
| • Enhanced Extended Loops (EELs) – (DS3 level) | Diagnostic |
| Availability: Available | Notes: . |

MR-6 – Mean Time to Restore

| | |
|---|--|
| Purpose: Evaluates timeliness of repair, focusing how long it takes to restore services to proper operation. | |
| Description: Measures the time actually taken to clear trouble reports. <ul style="list-style-type: none"> Includes all trouble reports closed during the reporting period, subject to exclusions specified below. Includes customer direct reports, customer-relayed reports, and test assist reports that result in a trouble report. Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared. | |
| Reporting Period: One month Unit of Measure: Hours and Minutes | |
| Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results | Disaggregation Reporting: Statewide level. <ul style="list-style-type: none"> Results for product/services listed in Product Reporting under “MSA-Type Disaggregation” will be reported according to trouble reports involving: <ul style="list-style-type: none"> MR-6A Dispatches within MSAs; MR-6B Dispatches outside MSAs; and MR-6C No dispatches. Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to trouble reports involving: <ul style="list-style-type: none"> MR-6D In Interval Zone 1 areas; and MR-6E In Interval Zone 2 areas. |
| Formula: $\frac{\sum[(\text{Date \& Time Trouble Report Cleared}) - (\text{Date \& Time Trouble Report Opened})]}{(\text{Total number of Trouble Reports closed in the reporting period})}$ | |
| Exclusions: <ul style="list-style-type: none"> Trouble reports coded as follows: <ul style="list-style-type: none"> For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider). For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE). Subsequent trouble reports of any trouble before the original trouble report is closed. Information tickets generated for internal Qwest system/network monitoring purposes. Time delays due to “no access” are excluded from repair time for products/services listed in Product Reporting under “Zone-type Disaggregation”. For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a “no access” delay. Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete. Records involving official company services. Records with invalid trouble receipt dates. Records with invalid cleared or closed dates. Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. | |

MR-6 – Mean Time to Restore (Continued)

| Product Reporting: | | Standards: |
|--|--|--|
| <u>MSA-Type Disaggregation -</u> | | |
| • Resale | | |
| Residential single line service | | Parity with retail service |
| Business single line service | | Parity with retail service |
| Centrex | | Parity with retail service |
| Centrex 21 | | Parity with retail service |
| PBX Trunks | | Parity with retail service |
| Basic ISDN | | Parity with retail service |
| • Unbundled Network Element – Platform (UNE-P) (POTS) | | Parity with like retail service |
| • Unbundled Network Element – Platform (UNE-P) (Centrex 21) | | Parity with retail Centrex 21 |
| • Unbundled Network Element – Platform (UNE-P) (Centrex) | | Parity with retail Centrex |
| • Line Splitting | | Parity with retail Qwest DSL |
| • Loop Splitting ^{NOTE 1} | | Diagnostic |
| • Line Sharing | | CO: Parity with Qwest DSL |
| | | All Other States: Parity with RES and BUS POTS |
| • Sub-Loop Unbundling | | CO: Parity with retail ISDN-BRI |
| | | All Other States: Diagnostic |
| <u>Zone-Type Disaggregation -</u> | | |
| • Resale | | |
| Qwest DSL | | Parity with retail service |
| Primary ISDN | | Parity with retail service |
| DS0 | | Parity with retail service |
| DS1 | | Parity with retail service |
| DS3 and higher bit-rate services (aggregate) | | Parity with retail service |
| Frame Relay | | Parity with retail service |
| • LIS Trunks | | Parity with Feature Group D (aggregate) |
| • Unbundled Dedicated Interoffice Transport (UDIT) | | |
| UDIT – DS1 level | | Parity with retail DS1 Private Line |
| UDIT – Above DS1 level | | Parity with retail Private Lines above DS1 level |
| Dark Fiber – IOF | | Diagnostic |
| • Unbundled Loops: | | |
| Analog Loop | | Parity with retail Res and Bus POTS |
| Non-loaded Loop (2-wire) | | Parity with retail ISDN BRI |
| Non-loaded Loop (4-wire) | | Parity with retail DS1 Private Line |
| DS1-capable Loop | | Parity with retail DS1 Private Line |
| xDSL-I capable Loop | | Parity with retail Qwest IDSL |
| ISDN-capable Loop | | Parity with retail ISDN BRI |
| ADSL-qualified Loop | | Parity with retail Qwest DSL |
| Loop types of DS3 and higher bit-rates (aggregate) | | Parity with retail DS3 and higher bit-rate Private Line services (aggregate) |
| Dark Fiber – Loop | | Diagnostic |
| • E911/911 Trunks | | Parity with retail E911/911 Trunks |
| • Enhanced Extended Loops (EELs) – (DS0 level) | | Diagnostic |
| • Enhanced Extended Loops (EELs) – (DS1 level) | | Parity with retail DS1 Private Line |
| • Enhanced Extended Loops (EELs) – (DS3 level) | | Diagnostic |

MR-6 – Mean Time to Restore (Continued)

| | |
|-----------------------------------|--|
| Availability: Available | Notes: 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months. |
|-----------------------------------|--|

MR-7 – Repair Repeat Report Rate

Purpose:

Evaluates the accuracy of repair actions, focusing on the number of [repeated trouble reports](#) received for the same line/circuit within a specified period (30 calendar days).

Description:

Measures the percentage of trouble reports that are repeated within 30 days on end user lines and circuits.

- Includes all trouble reports closed during the reporting period that have a repeated trouble report received within thirty (30) days of the initial trouble report for the same service (regardless of whether the report is about the same type of trouble for that service), subject to exclusions specified below.
- In determining same service Qwest will compare the end user telephone number or circuit access code of the initial trouble reports closed during the reporting period with reports received within 30 days of when the initial trouble report closed.
- Includes reports due to Qwest network or system causes, customer-direct and customer-relayed reports.
- The 30-day period applied in the numerator of the formula below is from the date and time that the initial trouble report is closed to the date and time that the next, or "repeat" trouble report is received (i.e., opened).

Reporting Period: One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to cover the 30-day period following the initial trouble report.

Unit of Measure: Percent

Reporting Comparisons:
CLEC
aggregate,
individual
CLEC and
Qwest Retail
results

Disaggregation Reporting: Statewide level.

- Results for product/services listed in Product Reporting under "[MSA-Type Disaggregation](#)" will be reported according to trouble reports involving:
MR-7A Dispatches within MSAs;
MR-7B Dispatches outside MSAs; and
MR-7C No dispatches.
- Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving:
MR-7D In [Interval Zone 1](#) areas; and
MR-7E In [Interval Zone 2](#) areas.

Formula:

$$[(\text{Total trouble reports closed within the reporting period that had a repeated trouble report received within 30 calendar days of when the initial trouble report closed}) \div (\text{Total number of Trouble Reports Closed in the reporting period})] \times 100$$

Exclusions:

- Trouble reports coded as follows:
 - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).
 - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.

MR-7 – Repair Repeat Report Rate (Continued)

| | |
|---|--|
| <ul style="list-style-type: none"> Records with invalid cleared or closed dates. Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. | |
| Product Reporting: | Standards: |
| <u>MSA-Type Disaggregation -</u> | |
| <ul style="list-style-type: none"> Resale | |
| Residential single line service | Parity with retail service |
| Business single line service | Parity with retail service |
| Centrex | Parity with retail service |
| Centrex 21 | Parity with retail service |
| PBX Trunks | Parity with retail service |
| Basic ISDN | Parity with retail service |
| <ul style="list-style-type: none"> Unbundled Network Element – Platform (UNE-P) (POTS) | Parity with like retail service |
| <ul style="list-style-type: none"> Unbundled Network Element – Platform (UNE-P) (Centrex 21) | Parity with retail Centrex 21 |
| <ul style="list-style-type: none"> Unbundled Network Element – Platform (UNE-P) (Centrex) | Parity with retail Centrex |
| <ul style="list-style-type: none"> Line Splitting | Parity with Qwest Retail DSL |
| <ul style="list-style-type: none"> Loop Splitting ^{NOTE 1} | Diagnostic |
| <ul style="list-style-type: none"> Line Sharing | AZ & CO: Parity with Qwest Retail DSL |
| | All Other States: Diagnostic Comparison with Qwest Retail DSL |
| <ul style="list-style-type: none"> Sub-Loop Unbundling | CO: Parity with Retail ISDN-BRI |
| | All Other States: Diagnostic |
| <u>Zone-Type Disaggregation -</u> | |
| <ul style="list-style-type: none"> Resale | |
| Qwest DSL | Parity with retail service |
| Primary ISDN | Parity with retail service |
| DS0 | Parity with retail service |
| DS1 | Parity with retail service |
| DS3 and higher bit-rate services (aggregate) | Parity with retail service |
| Frame Relay | Parity with retail service |
| <ul style="list-style-type: none"> LIS Trunks | Parity with Feature Group D (aggregate) |
| <ul style="list-style-type: none"> Unbundled Dedicated Interoffice Transport (UDIT) | |
| UDIT – DS1 level | Parity with retail DS1 Private Line |
| UDIT – Above DS1 level | Parity with retail Private Lines above DS1 level |
| Dark Fiber – IOF | Diagnostic |
| <ul style="list-style-type: none"> Unbundled Loops: | |
| Analog Loop | Parity with retail Res and Bus POTS |
| Non-loaded Loop (2-wire) | Parity with retail ISDN BRI |
| Non-loaded Loop (4-wire) | Parity with retail DS1 Private Line |
| DS1-capable Loop | Parity with retail DS1 Private Line |
| xDSL-I capable Loop | Parity with retail Qwest IDSL |
| ISDN-capable Loop | Parity with retail ISDN BRI |
| ADSL-qualified Loop | Parity with retail Qwest DSL |
| Loop types of DS3 and higher bit-rates (aggregate) | Parity with retail DS3 and higher bit-rate Private Line services (aggregate) |
| Dark Fiber – Loop | Diagnostic |
| <ul style="list-style-type: none"> E911/911 Trunks | Parity with retail E911/911 Trunks |

MR-7 – Repair Repeat Report Rate (Continued)

| | |
|---|--|
| <ul style="list-style-type: none">Enhanced Extended Loops (EELs) – (DS0 level) | Diagnostic |
| <ul style="list-style-type: none">Enhanced Extended Loops (EELs) – (DS1 level) | Parity with retail DS1 Private Line |
| <ul style="list-style-type: none">Enhanced Extended Loops (EELs) – (DS3 level) | Diagnostic |
| Availability: Targeted availability with July 2004 results reported in September 2004 | Notes: 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months. |

MR-8 – Trouble Rate

| | |
|---|---|
| Purpose: Evaluates the overall rate of trouble reports as a percentage of the total installed base of the service or element. | |
| Description: Measures trouble reports by product and compares them to the number of lines in service. <ul style="list-style-type: none"> Includes all trouble reports closed during the reporting period, subject to exclusions specified below. Includes all applicable trouble reports, including those that are out of service and those that are only service-affecting. | |
| Reporting Period: One month | Unit of Measure: Percent |
| Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results | Disaggregation Reporting: Statewide level. |
| Formula: $[(\text{Total number of trouble reports closed in the reporting period involving the specified service grouping}) \div (\text{Total number of the specified services that are in service in the reporting period})] \times 100$ | |
| Exclusions: <ul style="list-style-type: none"> Trouble reports coded as follows: <ul style="list-style-type: none"> For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider). For products measured from WFA data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE). Subsequent trouble reports of any trouble before the original trouble report is closed. Information tickets generated for internal Qwest system/network monitoring purposes. Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete. Records involving official company services. Records with invalid trouble receipt dates. Records with invalid cleared or closed dates. Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. | |

MR-8 – Trouble Rate (continued)

| Product Reporting: | Standards: |
|--|---|
| • Resale | |
| Residential single line service | Parity with retail service |
| Business single line service | Parity with retail service |
| Centrex | Parity with retail service |
| Centrex 21 | Parity with retail service |
| PBX Trunks | Parity with retail service |
| Basic ISDN | Parity with retail service |
| Qwest DSL | Parity with Qwest DSL service |
| Primary ISDN | Parity with retail service |
| DS0 | Parity with retail service |
| DS1 | Parity with retail service |
| DS3 and higher bit-rate services (aggregate) | Parity with retail service |
| Frame Relay | Parity with retail service |
| • Unbundled Network Element – Platform (UNE-P) (POTS) | Parity with like retail service |
| • Unbundled Network Element – Platform (UNE-P) (Centrex 21) | Parity with retail Centrex 21 |
| • Unbundled Network Element – Platform(UNE-P) (Centrex) | Parity with retail Centrex |
| • Line Splitting | Parity with retail Qwest DSL |
| • Loop Splitting ^{NOTE 1} | Diagnostic |
| • Line Sharing | CO: Parity with Qwest DSL All Other States: Parity with RES and BUS POTS |
| • Sub-Loop Unbundling | CO: Parity with retail ISDN-BRI All Other States: Diagnostic |
| • LIS Trunks | Parity with Feature Group D (aggregate) |
| • Unbundled Dedicated Interoffice Transport (UDIT) | |
| UDIT – DS1 level | Parity with retail DS1 Private Line Service |
| UDIT – Above DS1 level | Parity with retail Private Lines above DS1 level |
| Dark Fiber – IOF | Diagnostic |
| • Unbundled Loops: | |
| Analog Loop | Parity with retail Res and Bus POTS |
| Non-loaded Loop (2-wire) | Parity with retail ISDN BRI |
| Non-loaded Loop (4-wire) | Parity with retail DS1 Private Line |
| DS1-capable Loop | Parity with retail DS1 Private Line |
| xDSL-I capable Loop | Parity with retail Qwest IDSL |
| ISDN-capable Loop | Parity with retail ISDN BRI |
| ADSL-qualified Loop | Parity with retail Qwest DSL |
| Loop types of DS3 and higher bit-rates (aggregate) | Parity with retail DS3 and higher bit-rate services (aggregate) |
| Dark Fiber – Loop | Diagnostic |
| • E911/911 Trunks | Parity with retail E911/911 Trunks |
| • Enhanced Extended Loops (EELs) – (DS0 level) | Diagnostic |
| • Enhanced Extended Loops (EELs) – (DS1 level) | Parity with retail DS1 Private Line |
| • Enhanced Extended Loops (EELs) – (DS3 level) | Diagnostic |

MR-8 – Trouble Rate (continued)

| | |
|-----------------------------------|--|
| Availability: Available | Notes: 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months. |
|-----------------------------------|--|

MR-9 – Repair Appointments Met

| | |
|--|--|
| Purpose: Evaluates the extent to which Qwest repairs services for Customers by the appointment date and time. | |
| Description: Measures the percentage of trouble reports for which the appointment date and time is met. <ul style="list-style-type: none"> Includes all trouble reports closed during the reporting period, subject to exclusions specified below. Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared. | |
| Reporting Period: One month | Unit of Measure: Percent |
| Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results | Disaggregation Reporting: Statewide level. Results for listed services will be disaggregated and reported according to trouble reports involving: MR-9A Dispatches within MSAs ; MR-9B Dispatches outside MSAs; and MR-9C No dispatches. |
| Formula: $[(\text{Total Trouble Reports Cleared by appointment date and time}) \div (\text{Total Trouble Reports Closed in the Reporting Period})] \times 100$ | |
| Exclusions: <ul style="list-style-type: none"> Trouble reports coded as follows: <ul style="list-style-type: none"> For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider). Subsequent trouble reports of any trouble before the original trouble report is closed. Information tickets generated for internal Qwest system/network monitoring purposes. Time delays due to “no access” are excluded from repair time by using the rescheduled appointment time to determine if the repair appointment is met. Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete. Records involving official company services. Records with invalid trouble receipt dates. Records with invalid cleared or closed dates. Records with invalid product codes. Records missing data essential to the calculation of the measurement per the PID. | |
| Product Reporting: Resale: Residential single line service Business single line service Centrex Centrex 21 PBX Trunks Basic ISDN Unbundled Elements – Platform (UNE-P) (POTS) | Standard: Parity |
| Availability: Available | Notes: |

MR-10 – Customer and Non-Qwest Related Trouble Reports

Purpose:

Evaluates the extent that trouble reports were customer related, and provides diagnostic information to help address potential issues that might be raised by the core maintenance and repair performance indicators.

Description:

Measures the percentage of all trouble reports that are attributed to the customer as a percentage of all trouble reports resolved during the reporting period, subject to exclusions specified below.

Includes trouble reports closed during the reporting period coded as follows:

- For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant, Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider) and trouble reports involving a "no access" delay for [MSA](#) type disaggregated products.
- For products measured from WFA (Workforce Administration) data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).

Reporting Period: One month

Unit of Measure: Percent

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results

Disaggregation Reporting: Statewide level.

Formula:

$$[(\text{Number of Trouble Reports coded to disposition codes specified above}) \div (\text{Total Number of Trouble Reports Closed in the Reporting Period})] \times 100$$

Exclusions:

- Subsequent trouble reports of any trouble before the original trouble report is closed
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.

MR-10 Customer and Non-Qwest Related Trouble Reports (continued)

| Product Reporting: | Standards: |
|--|-------------------|
| • Resale | |
| Residential single line service | Diagnostic |
| Business single line service | Diagnostic |
| Centrex | Diagnostic |
| Centrex 21 | Diagnostic |
| PBX Trunks | Diagnostic |
| Basic ISDN | Diagnostic |
| Qwest DSL | Diagnostic |
| • Unbundled Network Element – Platform (UNE-P) (POTS) | Diagnostic |
| • Unbundled Network Element – Platform (UNE-P) (Centrex 21) | Diagnostic |
| • Unbundled Network Element – Platform (UNE-P) (Centrex) | Diagnostic |
| • Resale | |
| Primary ISDN | Diagnostic |
| DS0 | Diagnostic |
| DS1 | Diagnostic |
| DS3 and higher bit-rate services (aggregate) | Diagnostic |
| Frame Relay | Diagnostic |
| • LIS Trunks | Diagnostic |
| • Unbundled Dedicated Interoffice Transport (UDIT) | |
| UDIT – DS1 level | Diagnostic |
| UDIT – Above DS1 level | Diagnostic |
| • Unbundled Loops: | |
| Analog Loop | Diagnostic |
| Non-loaded Loop (2-wire) | Diagnostic |
| Non-loaded Loop (4-wire) | Diagnostic |
| DS1-capable Loop | Diagnostic |
| xDSL-I capable Loop | Diagnostic |
| ISDN-capable Loop | Diagnostic |
| ADSL-qualified Loop | Diagnostic |
| Loop types of DS3 and higher bit-rates (aggregate) | Diagnostic |
| • E911/911 Trunks | Diagnostic |
| Availability: Available | Notes: |

MR-11 – LNP Trouble Reports Cleared within 24 Hours

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| Purpose: Evaluates timeliness of clearing LNP trouble reports, focusing on the degree to which residence and business, disconnect-related, out-of-service trouble reports are cleared within four business hours and all LNP-related trouble reports are cleared within 48 hours. | |
| Description: MR-11A: Measures the percentage of specified LNP-only (i.e., not unbundled-loop), residence and business, out-of-service trouble reports that are cleared within four business hours of Qwest receiving these trouble reports from CLECs. <ul style="list-style-type: none"> Includes only trouble reports that are received on or before the currently-scheduled due date of the actual LNP-related disconnect time/date, or the next business day, that are confirmed to be caused by disconnects being made before the scheduled time, and that are closed during the reporting period, subject to exclusions specified below. MR-11B: Measures the percentage of specified LNP-only trouble reports that are cleared within 48 hours of Qwest receiving these trouble reports from CLECs. <ul style="list-style-type: none"> Includes all LNP-only trouble reports, received within four calendar days of the actual LNP-related disconnect date and closed during the reporting period. <ul style="list-style-type: none"> The “currently-scheduled due date/time” is the original due date/time established by Qwest in response to CLEC/customer request for disconnection of service ported via LNP or, if CLEC submits to Qwest a timely or untimely request for delay of disconnection, it is the CLEC/customer-requested later date/time. A request for delay of disconnection is considered timely if received by Qwest before 8:00 p.m. MT on the due date that Qwest has on record at the time of the request. A request for delay of disconnection is considered untimely if received by Qwest after 8:00 p.m. MT on the due date and before 12:00 p.m. MT (noon) on the day after the due date Time measured is from the date and time Qwest receives the trouble report to the date and time trouble is cleared. | |
| Reporting Period: One month | Unit of Measure: Percent |
| Reporting Comparisons: CLEC Aggregate and Individual CLEC | Disaggregation Reporting: Statewide level (all are “non-dispatched”). |
| Formula: MR-11A = [(Number of specified out-of-service LNP-only Trouble Reports, for LNP-related troubles confirmed to be caused by disconnects, that Qwest executed before the currently-scheduled due date/time, that were closed in the reporting period and cleared within four business hours) ÷ (Total Number of specified out of service LNP-only Trouble Reports for LNP-related troubles confirmed to be caused by disconnects that Qwest executed before the currently-scheduled due date/time, that were closed in the reporting period)] x 100 MR-11B = [(Number of specified LNP-only Trouble Reports closed in the reporting period that were cleared within 48 hours) ÷ (Total Number of specified LNP-only Trouble Reports closed in the reporting period)] x 100 | |

MR-11 – LNP Trouble Reports Cleared within 24 Hours (Continued)

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| Exclusions: <ul style="list-style-type: none"> • Trouble reports attributed to customer or non-Qwest reasons • Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects. • Subsequent trouble reports of LNP trouble before the original trouble report is closed. • For MR-11B only: Trouble reports involving a “no access” delay. • Information tickets generated for internal Qwest system/network monitoring purposes. • Records involving official company services. • Records with invalid trouble receipt dates. • Records with invalid cleared or closed dates. • Records with invalid product codes. • Records missing data essential to the calculation of the measurement per the PID. | |
| Product Reporting: LNP | Standards: <u>MR-11A:</u> <ul style="list-style-type: none"> • If OP-17 result meets its standard, the MR-11A standard is Diagnostic. • If OP-17 result does not meet its standard, the MR-11A standard is as follows: <ul style="list-style-type: none"> – For 0-20 trouble reports*: No more than 1 ticket cleared in > four business hours – For > 20 trouble reports*: The lesser of 95% or Parity with MR-3C results for Retail Residence and Business <u>MR-11B:</u> <ul style="list-style-type: none"> • For 0-20 trouble reports**: No more than 1 ticket cleared > 48 hours • For > 20 trouble reports**: The lesser of 95% or Parity with MR-4C results for Retail Residence and Business * Based on MR-11A denominator. ** Based on MR-11B denominator. |
| Availability: Available | Notes: |

Billing

BI-1 – Time to Provide Recorded Usage Records

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|---|--|
| Purpose: Evaluates the timeliness with which Qwest provides recorded daily usage records to CLECs. | |
| Description: Measures the average time interval from date of recorded daily usage to date usage records are transmitted or made available to CLECs as applicable. BI-1A – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for feature group switched access, ^{NOTE 1} local measured usage, local message usage, toll usage, and local exchange service components priced on a per-use basis, subject to exclusions specified below. BI-1B – Measures the percent of recorded daily usage for Jointly provided switched access provided within four days. This includes usage created by the CLEC and Qwest or IXC providing access, usually via 2-way Feature Group X trunk groups for Feature Group A, Feature Group B, Feature Group D, Phone to Phone IP Telephony, 8XX access, and 900 access and their successors or similar Switched Access services. BI-1C – Provides separate reporting for two elements captured in BI-1A above, as follows: <ul style="list-style-type: none"> BI-1C-1 – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for feature group switched access,^{NOTE 1} subject to exclusions specified below. BI-1C-2 – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for local measured usage, local message usage, toll usage, and local exchange service components priced on a per-use basis, subject to exclusions specified below. | |
| Reporting Period: One month | Unit of Measure: BI-1A, BI-1C-1, BI-1C-2: Average Business Days BI-1B: Percent |
| Reporting Comparisons: CLEC aggregate, individual CLECs, and Qwest Retail results | Disaggregation Reporting: State level. |
| Formula: BI-1A, BI-1C-1, BI-1C-2 (for specified products & records) = $\Sigma(\text{Date Record Transmitted or made available} - \text{Date Usage Recorded}) \div (\text{Total number of records})$ BI-1B = $[(\# \text{ of daily usage records for Jointly provided switched access sent within four days}) \div (\text{Total daily usage records for Jointly provided switched access in the report period})] \times 100$ | |
| Exclusions: <ul style="list-style-type: none"> Instances where the CLEC requests other than daily usage transmission or availability. Duplicate records. | |
| Product Reporting: <ul style="list-style-type: none"> UNEs and Resale Jointly-provided Switched Access | Standards: BI-1A: Parity with Qwest retail. BI-1B: 95% within 4 business days BI-1C-1, BI-1C-2: Diagnostic Comparison with the Qwest Retail results used in standard for BI-1A |
| Availability: Available | Notes: 1. “Feature group switched access” includes all type 110XXX detail records for Feature Groups A, B, C, and D. |

BI-2 – Invoices Delivered within 10 Days

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|---|--|
| Purpose: Evaluates the timeliness with which Qwest delivers industry standard electronically transmitted bills to CLECs, focusing on the percent delivered within ten calendar days. | |
| Description: Measures the percentage of invoices that are delivered within ten days, based on the number of days between the bill date and bill delivery. <ul style="list-style-type: none">Includes all industry standard electronically transmitted invoices for local exchange services and toll, subject to exclusions specified below. | |
| Reporting Period: One month | Unit of Measure: Percent |
| Reporting Comparisons: Combined Qwest Retail/CLEC results (Parity by design) | Disaggregation Reporting: State level |
| Formula: [(Count of Invoices for which Bill Transmission Date to Bill Date is ten calendar days or less) ÷ (Total Number of Invoices)] x 100 | |
| Exclusions: <ul style="list-style-type: none">Bills transmitted via paper, magnetic tape, CD-ROM, diskette.Records with missing data essential to the calculation of the measurement per the PID. | |
| Product Reporting: <ul style="list-style-type: none">UNEs and Resale | Standard: Parity by design. |
| Availability: Available | Notes: |

BI-3 – Billing Accuracy – Adjustments for Errors

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|--|---|
| Purpose: Evaluates the accuracy with which Qwest bills CLECs, focusing on the percentage of billed revenue adjusted due to errors. | |
| Description: Measures the billed revenue minus amounts adjusted off bills due to errors, as a percentage of total billed revenue. <ul style="list-style-type: none"> Both the billed revenue and amounts adjusted off bills due to error are calculated from bills rendered in the reporting period. “Amounts adjusted off bills due to errors” is the sum of all bill adjustments made in the reporting period that involve, either in part or in total, adjustment codes related to billing errors. (Each adjustment thus qualifying is added to the sum in its entirety.) | |
| Reporting Period: One month | Unit of Measure: Percent |
| Reporting Comparisons: CLEC aggregate, individual CLECs, and Qwest Retail results | Disaggregation Reporting: State level. |
| Formula: $\left[\frac{\text{Total Billed Revenue Billed in Reporting Period} - \text{Amounts Adjusted Off Bills Due to Errors}}{\text{Total Billed Revenue billed in Reporting Period}} \right] \times 100$ | |
| Exclusions: <ul style="list-style-type: none"> BI-3A - UNEs and Resale – None BI-3B - Reciprocal Compensation Minutes of Use – Billing adjustments as a result of CLEC-caused errors in return of minutes of use | |
| Product Reporting: <ul style="list-style-type: none"> BI-3A - UNEs and Resale BI-3B - Reciprocal Compensation Minutes of Use (MOU) | Standards: <ul style="list-style-type: none"> BI-3A – UNEs and Resale: Parity with Qwest retail bills. BI-3B – Reciprocal Compensation (MOU) – 95% |
| Availability: Available | Notes: |

BI-4 – Billing Completeness

| | |
|--|---|
| Purpose: <ul style="list-style-type: none"> • UNEs and Resale – Evaluates the completeness with which Qwest reflects non-recurring and recurring charges associated with completed service orders on the bills. • Reciprocal Compensation Minutes of Use (MOU) – Evaluates the completeness with which Qwest reflects the revenue for Local Minutes of Use associated with CLEC local traffic over Qwest's network on the bills. | |
| Description: <p>BI-4A – UNEs and Resale: Measures the percentage of non-recurring and recurring charges associated with completed service orders appear on the correct bill.*</p> <p>BI-4B – Reciprocal Compensation (MOU): Measures the percentage of revenue associated with local minutes of use appearing on the correct (current) bill.*</p> <p>* Correct bill = next available bill</p> | |
| Reporting Period: One month | Unit of Measure: Percent |
| Reporting Comparisons: CLEC aggregate, individual CLECs, and Qwest Retail results | Disaggregation Reporting: Statewide level. |
| Formula: <p>BI-4A – UNEs and Resale = $\left[\frac{\text{Count of service orders with non-recurring and recurring charges associated with completed service orders on the bills that are billed on the correct bill}}{\text{total count of service orders with non-recurring and recurring charges associated with completed service orders billed on the bill}} \right] \times 100$</p> <p>BI-4B – Reciprocal Compensation MOU = $\left[\frac{\text{Revenue for Local Minutes of Use billed on the correct* bill}}{\text{Total revenue for Local Minutes of Use collected during the month}} \right] \times 100$</p> | |
| Exclusions: None | |
| Product Reporting: <ul style="list-style-type: none"> • UNEs and Resale • Reciprocal Compensation (MOU) | Standards: <p>BI-4A - UNEs and Resale: Parity with Qwest Retail bills.</p> <p>BI-4B - Reciprocal Compensation (MOU): 95%</p> |
| Availability: <div>Available</div> | Notes: |

Database Updates

DB-1 – Time to Update Databases

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| Purpose: Evaluates the time required for updates to the databases of E911, LIDB, and Directory Builder. | |
| Description: <ul style="list-style-type: none"> Measures the average time required to update the databases of E911, LIDB, and Directory Builder. Includes all database updates as specified under Disaggregation Reporting completed during the reporting period. For DB-1A the time to update the E911 database is provided by the third party vendor that performs the update. The elapsed time is captured automatically by the database system. There are no “individual E911 database update records” provided with which to measure the database update process. The numerator of DB-1A is calculated by multiplying the vendor-calculated results (Average Minutes in Process Time) by the denominator (Count of records Processed). This method produces a result from the vendor data that is the same as that which would be produced by totalling the update times from individual E911 database update records. | |
| Reporting Period: One month | Unit of Measure: E911 – Hrs: Mins. LIDB & Directory Listings – Seconds |
| Reporting Comparisons: DB-1A - E911: Combined results for Qwest Retail and Reseller CLEC Aggregate; DB-1B - LIDB: Combined results for all Qwest Retail, Reseller CLEC and Facilities Based CLEC updates; DB-1C-1 - Listings: Combined results for all Provider types including Qwest Retail, Reseller CLEC, and Facilities Based CLEC, ILEC and Unknown Provider, Electronically Submitted, Electronically Processed updates. ^{NOTE 1} | Disaggregation Reporting: DB-1A: E911 for Qwest Retail and Reseller CLEC–State level DB-1B: LIDB for Qwest Retail, Reseller CLEC and Facilities Based CLEC – Multi state region-wide level DB-1C-1: Listings for all Provider types including Qwest Retail, Reseller CLEC, and Facilities Based CLEC, ILEC and Unknown Provider, Electronically Submitted, Electronically Processed–Sub-region applicable to state |
| Formula: $\Sigma[(\text{Date and Time of database update for each database update as specified under Disaggregation Reporting in the reporting period}) - (\text{Date and Time of submissions of data for entry into the database for each database update as specified under Disaggregation Reporting in the reporting period})] \div \text{Total database updates as specified under Disaggregation Reporting completed in the reporting period}$ | |
| Exclusion: <ul style="list-style-type: none"> Invalid start/stop dates/times. | |

DB-1 – Time to Update Databases (continued)

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|---|--|
| Product Reporting: Not applicable (Reported by database type) | Standards: DB-1A-E911: Parity by design DB-1B-LIDB: Parity by design DB-1C-1 - Listings: Parity by design |
| Availability: Available | Notes: 1. Because they cannot be separated, results for Qwest Retail, Reseller CLEC, Facilities-based CLECs, ILEC and Unknown Provider updates are reported combined within these disaggregations. |

DB-2 – Accurate Database Updates

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| Purpose: Evaluates the accuracy of database updates completed without errors in the reporting period. | |
| Description: <ul style="list-style-type: none"> Measures the percentage of database updates completed without errors in the reporting period. Includes all database updates as specified under Disaggregation Reporting completed during the reporting period. | |
| Reporting Period: One month | Unit of Measure: Percent |
| Reporting Comparisons: DB-2C-1 Listings – Combined results for all Qwest Retail, Reseller CLEC and Facilities-Based CLEC Electronically Submitted, Electronically Processed updates | Disaggregation Reporting: DB-2C-1, Listings for Qwest Retail, Reseller CLEC, and Facilities-Based CLEC Electronically Submitted, Electronically Processed updates: Statewide |
| Formula: [Total database updates as specified under Disaggregation Reporting completed without errors in the reporting period ÷ Total database updates as specified under Disaggregation Reporting completed in the reporting period] x 100 | |
| Exclusions: Invalid start/stop dates/times. | |
| Product Reporting: Not applicable (Reported by database type) | Standards: DB-2C-1 – Listings: Parity by design ^{NOTE 1} |
| Availability: Available | Notes: <ol style="list-style-type: none"> Qwest retail and Reseller CLECs are parity by design. Because Facilities-based CLEC Electronically Submitted, Electronically Processed cannot be separated out from Reseller CLECs they are reported combined within this disaggregation. |

Directory Assistance

DA-1 – Speed of Answer – Directory Assistance

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| Purpose: Evaluates timeliness of customer access to Qwest's Directory Assistance operators, focusing on how long it takes for calls to be answered. | |
| Description: Measures the average time following first ring until a call is first picked up by the Qwest agent/system to answer Directory Assistance calls. <ul style="list-style-type: none"> Includes all calls to Qwest directory assistance during the reporting period. Because a system (electronic voice) prompts for city, state, and listing requested before the actual operator comes on the line, the first ring is defined as when the voice response unit places the call into queue. Measurements are taken by sampling calls from the network queue at 10-second intervals. A count of calls in the queue is taken for every sampling event (10-second snapshot), and this count is multiplied by 10 to get a measurement of waiting intervals. Using this method, calls that enter the queue after a sample is taken but exit before the next sample is taken are not counted, i.e., are effectively counted as a zero interval. However, this situation is offset by calls that enter just prior to a sampling time, but exit before the next sampling time, and which are counted as 10 seconds. The call intervals shorter than 10 seconds that are counted as 10 seconds are offset by those calls shorter than 10 seconds that are not counted. | |
| Reporting Period: One month | Unit of Measure: Seconds |
| Reporting Comparisons: Results for Qwest and all CLECs are combined. | Disaggregation Reporting: Sub-region applicable to state |
| Formula: $\Sigma[(\text{Date and Time of Call Answer}) - (\text{Date and Time of First Ring})] \div (\text{Total Calls Answered by Center})$ | |
| Exclusions: Abandoned Calls are not included in the total number of calls answered by the center. | |
| Product Reporting: None | Standard: Parity by design |
| Availability: Available | Notes: |

Operator Services

OS-1 – Speed of Answer – Operator Services

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| Purpose: Evaluates timeliness of customer access to Qwest's operators, focusing on how long it takes for calls to be answered. | |
| Description: Measures the time following first ring until a call is answered by the Qwest agent. <ul style="list-style-type: none"> Includes all calls to Qwest's operator services during the reporting period, subject to exclusions specified below. Measurements are taken by sampling calls from the network queue at 10-second intervals. A count of calls in the queue is taken for every sampling event (10-second snapshot), and this count is multiplied by 10 to get a measurement of waiting intervals. Using this method, calls that enter the queue after a sample is taken but exit before the next sample is taken are not counted, i.e., are effectively counted as a zero interval. However, this situation is offset by calls that enter just prior to a sampling time, but exit before the next sampling time, and which are counted as 10 seconds. The call intervals shorter than 10 seconds that are counted as 10 seconds are offset by those calls shorter than 10 seconds that are not counted. | |
| Reporting Period: One month | Unit of Measure: Seconds |
| Reporting Comparisons: Qwest and all CLECs are aggregated in a single measure. | Disaggregation Reporting: Sub-region applicable to state |
| Formula: $\Sigma[(\text{Date and Time of Call Answer}) - (\text{Date and Time of First Ring})] \div (\text{Total Calls Answered by Center})$ | |
| Exclusions: Abandoned Calls are not included in the total number of calls answered by the center. | |
| Product Reporting: None | Standard: Parity by design |
| Availability: Available | Notes: |

Network Performance

NI-1 – Trunk Blocking

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| Purpose: Evaluates factors affecting completion of calls from Qwest end offices to CLEC end offices, compared with the completion of calls from Qwest end offices to other Qwest end offices, focusing on average busy-hour blocking percentages in interconnection or interoffice final trunks. | |
| Description: Measures the percentage of trunks blocking in interconnection and interoffice final trunks. <ul style="list-style-type: none"> Includes blocking percentages on all direct final and alternate final interconnection and interoffice trunk groups that are in service during the reporting period, subject to exclusions specified below. | |
| Reporting Period: One month | Unit of Measure: Percent Blockage |
| Reporting Comparisons: CLEC aggregate, individual CLEC, and Qwest Interoffice trunk blocking results. | Disaggregation Reporting: Statewide level. Reports the percentage of trunks blocking in interconnection final trunks, reported by: <ul style="list-style-type: none"> NI-1A Interconnection (LIS) trunks to Qwest tandem offices, with TGSR-related exclusions applied as specified below; NI-1B LIS trunks to Qwest end offices, with TGSR-related exclusions applied as specified below; NI-1C LIS trunks to Qwest tandem offices, without TGSR-related exclusions; NI-1D LIS trunks to other Qwest end offices, without TGSR-related exclusions. |
| Formula: $\{[\sum(\text{Blockage in Final Trunk Group of Specified Type}) \times (\text{Number of Circuits in Trunk Group})] \div (\text{Total Number of Final Trunk Circuits in all Final Trunk Groups})\} \times 100$ <p>Explanation: Actual average percentage of trunk blockage is calculated by dividing the equivalent average number of trunk circuits blocking by the total number of trunk circuits in final trunks of the type being measured.</p> | |
| Exclusions: <u>For NI-1A and NI-1B only:</u> <ul style="list-style-type: none"> Trunk groups, blocking in excess of one percent in the reporting period, for which: <ul style="list-style-type: none"> A Trunk Group Service Request (TGSR)^{NOTES 1 & 2} has been issued in the reporting period; or CLECs do not submit, within 20 calendar days of receiving a TGSR: <ul style="list-style-type: none"> a) Responsive ASRs (or have ASRs pending that are delayed for CLEC reasons^{NOTE 3}); b) Trouble Reports; or c) Notification of traffic re-routing (as described in Note 1 below). <u>For NI-1A, NI-1B, NI-1C, and NI-1D:</u> <ul style="list-style-type: none"> Trunk groups, blocking in excess of one percent in the reporting period, for which Qwest can identify, in time to incorporate in the regular reporting of this measurement, the cause as being attributable to: <ul style="list-style-type: none"> Trunk group out-of-service conditions arising from cable cuts, severe weather, or force majeure circumstances; The CLEC placing trunks in a “busy” condition; Lack of interconnection facilities to fulfill LIS requests for which the CLEC did not provide a timely forecast to Qwest. (This portion of the exclusion is limited to being applied in (a) the month the LIS requests could not be fulfilled, due to lack of facilities, and (b) each month thereafter up to the month following facility availability OR up to five months after the month the LIS requests could not be fulfilled, whichever is sooner^{NOTE 4}); or Isolated incidences of blocking, about which Qwest provides notification to the CLEC, that (a) are not recurring or persistent (affecting the same trunk groups), (b) do not warrant corrective action by CLEC or Qwest, and (c) thus, do not require an actionable TGSR. | |

NI-1 – Trunk Blocking (Continued)

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| <ul style="list-style-type: none"> • Trunk groups recently activated that have not been in service for a full “20-high-day, busy hour” review period. • Toll trunks, non-final trunks, and trunks that are not connected to the public switched network. • One-way trunks originating at CLEC end offices. • Qwest official services trunks, local interoffice operator and directory assistance trunks, and local interoffice 911/E911 trunks. • Records with invalid product codes. • Records missing data essential to the calculation of the measurement per the PID. | |
| Product Reporting: LIS Trunks | Standards: Where NI-1A ≤ 1%: 1 % Where NI-1A > 1%: Parity with Qwest Interoffice Trunks to tandems Where NI-1B ≤ 1%: 1 % Where NI-1B > 1%: Parity with Qwest Interoffice Trunks to end offices NI-1C and NI-1D: Diagnostic ^{NOTE 5} |
| Availability: Available | Notes: <ol style="list-style-type: none"> 1. Qwest uses TGSRs to notify CLECs when trunk blocking exceeds standard thresholds or is determined to be persistent. To respond properly to TGSRs, a CLEC must (a) submit within 20 days ASRs to provide necessary trunk augmentations to avoid further blocking, (b) notify Qwest within 20 days that it is initiating a Trouble Report where Qwest traffic routing problems are causing the blocking referenced by the TGSR, or (c) notify Qwest that the CLEC will undertake its own re-routing of traffic within 20 days to alleviate the blocking. 2. The TGSR-related exclusion is applied in the month in which the TGSR is issued and in the month in which the above-specified 20-day response period ends. Thus, any trunk group excluded in one month will not be excluded in the next month, unless there is (a) a 20-day period following a TGSR ends in that month, (b) there is another TGSR applicable to the next month for the same trunk group or (c) an exception documented, in lieu of issuing a subsequent TGSR, where the CLEC’s response to the previous TGSR indicated that, for its own reasons, it plans to take no action at any time to augment the trunk group. 3. CLEC delays are reflected by CLEC-initiated order supplements that move the due date later. <ol style="list-style-type: none"> a) Qwest-initiated due date delays, including supplements made pursuant to Qwest requests to delay due dates, shall not be counted as CLEC delays in this measurement. b) Qwest-initiated due date changes to earlier dates that the CLEC does not meet shall not be counted as a CLEC delay in this measurement unless the earlier dates were mutually agreed-upon. c) CLEC delays (e.g., “customer not ready” in advance of a due date) that do not contribute to a Qwest-established due date being missed shall not be counted as a CLEC delay in this measurement. 4. The limitation on part (3) of this exclusion is intended to bound its applicability to a period of time that treats the unforecasted ASR as if it were, in effect, the first forecast for the facilities needed. <ol style="list-style-type: none"> a) Given that forecast advance intervals are currently six months, this provision allows the exclusion to apply for no longer than that period of time. b) Nevertheless, this limitation to the exclusion also recognizes that facilities may become available sooner and, if so, reduces the limitation accordingly. In that context, this limitation recognizes that, absent a CLEC forecast, Qwest still retains a responsibility to provide facilities for the ASR, although in a longer timeframe than for ASRs covered by forecasts. NI-1C and NI-1D will be reported for information purposes only, with no standard to be applied. c) This limitation may change depending on the outcome of separate workshops dealing with issues of interconnection forecasting. 5. NI-1C and NI-1D will be reported for information purposes only, with no standard to be applied. |

NP-1 – NXX Code Activation

Purpose:

Evaluates the timeliness of Qwest's NXX code activation prior to the LERG effective date or by the "revised" effective date, as set forth herein.

Description:

NP-1A: Measures the percentage of NXX codes activated in the reporting period that are actually loaded and tested prior to the LERG effective date or the "revised" date, subject to exclusions shown below.

NP-1B: Measures the percentage of NXX codes activated in the reporting period that are delayed beyond the LERG date or "revised" date due to Qwest-caused Interconnection facility delays, subject to exclusions shown below. Included among activations counted as a Qwest delay in this sub-measurement are cases in which "2-6 codes" ^{NOTE 1} associated with the Qwest interconnection facilities are provided late by Qwest to the CLEC.

- Qwest must receive complete and accurate routing information required for code activation, which includes but is not limited to "2-6 codes" for all interconnection trunk groups associated with the activation no less than 25 days prior to the LERG Due Date or Revised Due Date.
- The "revised" date, for purposes of this measurement, is a CLEC-initiated renegotiation of the activation effective date that is no less than 25 days after Qwest receives complete and accurate routing information required for code activation, which includes but is not limited to "2-6 codes" for all interconnection trunk groups associated with the activation.
- The NXX code activation notice is provided by the LERG (Local Exchange Routing Guide) to Qwest.
- NXX code activation is defined as complete when all translations associated with the new NXX are complete by 11:59 p.m. of the day prior to the date identified in the LERG or the "revised" date (if different than the LERG date).
- The NXX code activation completion process includes testing, including calls to the test number when provided.

Reporting Period: One month

Unit of Measure: Percent

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results.

Disaggregation Reporting: Statewide.

Formula:

NP-1A = [(Number of NXX codes loaded and tested in the reporting period prior to the LERG effective date or the "revised" date) ÷ (Number of NXX codes loaded and tested in the reporting period)] x 100

NP-1B = [(Number of NXX codes loaded and tested in the reporting period that were delayed past the LERG effective date or "revised" date affected by Qwest Interconnection Facility Delays) ÷ (Number of NXX codes loaded and tested in the reporting period, including NXX codes loaded and tested in the reporting period that were delayed past the LERG effective date or the "revised" date due to Interconnection Facility Delays)] x 100

Exclusions:

NP-1A:

- NXX code activations completed after the LERG date or "revised" date due to delays in the installation of Qwest provided interconnection facilities associated with the activations. ^{NOTE 2}

NP-1A and NP-1B:

- NXX codes with LERG dates or "revised" dates resulting in loading intervals shorter than industry standard (currently 45 calendar days).
- NXX codes where QWEST received complete and accurate routing information required for code activations less than 25 days prior to the LERG due date or Revised due date.

NP-1 – NXX Code Activation (continued)

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|-----------------------------------|---|
| Product Reporting: None | Standards: NP-1A: Parity NP-1B: Diagnostic |
| Availability: Available | Notes: <ol style="list-style-type: none">1. "2-6 codes" are industry-standard designators for local interconnection trunk groups, consisting of 2 alpha letters and six numeric digits.2. Only Qwest-provided interconnection facilities are noted in this exclusion, because delays related to facilities provided by CLECs or others are accounted for by revising the due date. |

Collocation

CP-1 – Collocation Completion Interval

Purpose:

Evaluates the timeliness of Qwest's installation of collocation arrangements for CLECs, focusing on the average time to complete such arrangements.

Description:

Measures the interval between the Collocation Application Date and Qwest's completion of the collocation installation.

- Includes all collocations of types specified herein that are assigned a [Ready for Service \(RFS\) date](#) by Qwest and completed during the reporting period, subject to exclusions specified below.
- Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. ^{NOTE 1}
- The Collocation Application Date is the date Qwest receives from the CLEC a complete and valid application for collocation. In cases where the CLEC's collocation application is received by Qwest on a weekend or holiday, the Collocation Application Date is the next [business day](#) following the weekend or holiday.
- Major Infrastructure Modifications include conditioning the collocation space, obtaining permits, and installing DC power plant, standby generators, heating, venting or air conditioning equipment.
- Completion of the collocation installation is the date on which the requested collocation arrangement is "[Ready For Service](#)" as defined in the Definition of Terms section herein.
- **Establishment of RFS Dates:** RFS dates are established according to intervals specified in interconnection agreements. Where an interconnection agreement does not specify intervals, or where the CLEC requests, RFS dates are established as follows:
 - **Collocation Applications with Timely Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in seven or fewer calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
 - **Forecasted Collocations:** 90 calendar days after the Collocation Application Date for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
 - **Unforecasted Collocations:** 120 calendar days after the Collocation Application Date for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
 - **Collocation Applications with Late Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in eight or more calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
 - **Forecasted Collocations:** 90 calendar days after the quote acceptance date for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
 - **Unforecasted Collocations:** 120 calendar days after the quote acceptance date for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
 - **Virtual Collocation Applications with Timely Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in seven or fewer calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
 - **Forecasted Collocations:** 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
 - **Unforecasted Collocations:** 75 calendar days after the equipment is provided to Qwest, for

CP-1 – Collocation Completion Interval (continued)

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| <p>collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.</p> <ul style="list-style-type: none"> • Virtual Collocation Applications with Late Quote Acceptance and Late Equipment Ready – for virtual collocation applications where the CLEC (1) accepts the quote in eight or more calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be: <ul style="list-style-type: none"> – Forecasted Collocations: 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date. – Unforecasted Collocations: 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date. • All Collocations (physical, virtual, forecasted, or unforecasted) requiring Major Infrastructure Modifications: the later of (1) up to 150 calendar days (as specified in the quote) after the Collocation Application Date, or (2) for virtual collocations, 45 days following the date equipment to be collocated is provided to Qwest for collocations in which Major Infrastructure Modifications are required. Qwest will provide to the CLEC, as part of the quotation, the need for, and the duration of, such extended intervals. • When a CLEC submits six (6) or more Collocation applications in a one-week period in any state, completion intervals will be individually negotiated. These collocation arrangements will be included in CP-1A, -1B, or -1C according to the interval criteria specified below for these measurements. • Where there is a CLEC-caused delay, the RFS Date is rescheduled • RFS dates may be extended beyond the above intervals for CLEC reasons, or for reasons beyond Qwest's control, but not for Qwest reasons. • Where CLECs do not accept the quote within thirty days of the quote date, the application is considered expired. | |
| CP-1A | Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 90 calendar days or less. |
| CP-1B | Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 91 to 120 calendar days. |
| CP-1C | Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 121 to 150 calendar days. |
| Reporting Period: One month | Unit of Measure: Calendar Days |
| Reporting Comparisons: CLEC aggregate and individual CLEC results | Disaggregation Reporting: Statewide. |
| <p>Formula: (for CP-1A, CP-1B and CP-1C)</p> $\Sigma[(\text{Collocation Completion Date}) - (\text{Complete Application Date})] \div (\text{Total Number of Collocations Completed in Reporting Period})$ | |

CP-1 – Collocation Completion Interval (continued)

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| Exclusions: <ul style="list-style-type: none">• CP-1A: CLEC collocation applications with RFS dates yielding scheduled intervals longer than 90 calendar days from Collocation Application Date to RFS date.• CP-1B: CLEC collocation applications with RFS dates yielding scheduled intervals shorter than 91 calendar days or longer than 120 calendar days from Collocation Application Date to RFS date.• CP-1C: CLEC collocation applications with RFS dates yielding scheduled intervals shorter than 121 calendar days or longer than 150 calendar days from Collocation Application Date to RFS date.• Cancelled or expired applications. | | | |
| <table><tr><td>Product Reporting: None</td><td>Standards: CP-1A: 90 calendar days CP-1B: 120 calendar days CP-1C: 150 calendar days</td></tr></table> | | Product Reporting: None | Standards: CP-1A: 90 calendar days CP-1B: 120 calendar days CP-1C: 150 calendar days |
| Product Reporting: None | Standards: CP-1A: 90 calendar days CP-1B: 120 calendar days CP-1C: 150 calendar days | | |
| Availability: Available | Notes: 1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state). | | |

CP-2 – Collocations Completed within Scheduled Intervals

Purpose:

Evaluates the extent to which Qwest completes collocation arrangements for CLECs within the standard intervals or intervals established in interconnection agreements.

Description:

Measures the percentage of collocation applications that are completed within standard intervals, including intervals set forth in interconnection agreements.

- Includes all collocations of types specified herein that are assigned a [Ready for Service Date RFS date](#) by Qwest and that are completed within the reporting period, including those with CLEC-requested RFS dates longer than the standard interval and those with extended RFS dates negotiated with the CLEC (including supplemented collocation orders that extend the RFS date) subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. ^{NOTE 1}
- The Collocation Application Date is the date Qwest receives from the CLEC a complete and valid application for collocation. In cases where the CLEC's collocation application is received by Qwest on a weekend or holiday, the Collocation Application Date is the next [business day](#) following the weekend or holiday.
- Major Infrastructure Modifications are defined as conditioning the collocation space, obtaining permits, and installing DC power plant, standby generators, heating, venting or air conditioning equipment.
- A collocation arrangement is counted as met under this measurement if its RFS date is met.
- Establishment of RFS Dates: RFS dates are established as follows, except where interconnection agreements require different intervals, in which case the intervals specified in the interconnection agreements apply:
 - **Collocation Applications with Timely Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in seven or fewer calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
 - **Forecasted Collocations**: 90 calendar days after the Collocation Application Date for physical collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
 - **Unforecasted Collocations**: 120 calendar days after the Collocation Application Date for physical collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
 - **Collocation Applications with Late Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in eight or more calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
 - **Forecasted Collocations**: 90 calendar days after the quote acceptance date for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
 - **Unforecasted Collocations**: 120 calendar days after the quote acceptance date for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
 - **Virtual Collocation Applications with Timely Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in seven or fewer calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
 - **Forecasted Collocations**: 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
 - **Unforecasted Collocations**: 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
 - **Virtual Collocation Applications with Late Quote Acceptance and Late Equipment Ready** – for

CP-2 – Collocations Completed within Scheduled Intervals (continued)

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| <p>virtual collocation applications where the CLEC (1) accepts the quote in eight or more calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:</p> <ul style="list-style-type: none"> – Forecasted Collocations: 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date. – Unforecasted Collocations: 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date. • All Collocations (physical, virtual, forecasted, or unforecasted) requiring Major Infrastructure Modifications: the later of (1) up to 150 calendar days (as specified in the quote) after the Collocation Application Date, or (2) for virtual collocations, 45 calendar days following the date equipment to be collocated is provided to Qwest for collocations in which Major Infrastructure Modifications are required. Qwest will provide to the CLEC, as part of the quotation, the need for, and the duration of, such extended intervals. • When a CLEC submits six (6) or more Collocation applications in a one-week period in any state, completion intervals will be individually negotiated. These collocation arrangements will be included in CP-2A, -2B, or -2C according to the criteria specified below for these measurements. • Where there is a CLEC-caused delay, the RFS Date is rescheduled. • Where CLECs do not accept the quote within thirty calendar days of the quote date, the application is considered expired. | | | |
| CP-2A | Forecasted Collocations: Measures collocation installations for which CLEC provides a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date. | | |
| CP-2B | Non-Forecasted and Late Forecasted Collocations: Measures collocation installations for which CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date. | | |
| CP-2C | All Collocations requiring Major Infrastructure Modifications and Collocations with intervals longer than 120 days: Measures all collocation installations requiring Major Infrastructure Modifications and collocations for which the RFS date is more than 120 calendar days after the Collocation Application Date. | | |
| <table> <tr> <td>Reporting Period: One month</td><td>Unit of Measure: Percent</td></tr> </table> | | Reporting Period: One month | Unit of Measure: Percent |
| Reporting Period: One month | Unit of Measure: Percent | | |
| <table> <tr> <td>Reporting Comparisons: CLEC aggregate and individual CLEC results</td><td>Disaggregation Reporting: Statewide level.</td></tr> </table> | | Reporting Comparisons: CLEC aggregate and individual CLEC results | Disaggregation Reporting: Statewide level. |
| Reporting Comparisons: CLEC aggregate and individual CLEC results | Disaggregation Reporting: Statewide level. | | |
| <p>Formula: (for CP-2A, CP-2B and CP-2C)</p> $[(\text{Count of Collocations for which the RFS is met}) \div (\text{Total Number of Collocations Completed in the Reporting Period})] \times 100$ | | | |
| <p>Exclusions:</p> <ul style="list-style-type: none"> • RFS dates missed for reasons beyond Qwest's control. • Cancelled or expired requests. | | | |
| <table> <tr> <td>Product Reporting: None</td><td> Standards: CP-2A & -2B: 90% CP-2C: 90% </td></tr> </table> | | Product Reporting: None | Standards: CP-2A & -2B: 90% CP-2C: 90% |
| Product Reporting: None | Standards: CP-2A & -2B: 90% CP-2C: 90% | | |

CP-2 – Collocations Completed within Scheduled Intervals (continued)

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|-----------------------------------|---|
| Availability: Available | Notes: <ol style="list-style-type: none">1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state). |
|-----------------------------------|---|

CP-3 – Collocation Feasibility Study Interval

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| Purpose: Evaluates the timeliness of the Qwest sub-process function of providing a collocation feasibility study to the CLEC. | |
| Description: Measures average interval to respond to collocation studies for feasibility of installation. <ul style="list-style-type: none"> Includes feasibility studies, for collocations of types specified herein that are completed in the reporting period, subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual.^{NOTE 1} Interval begins with the Collocation Application Date and ends with the date Qwest completes the Feasibility Study and provides it to the CLEC. The Collocation Application Date is the date Qwest receives from the CLEC a complete application for collocation. In cases where the CLEC's application for collocation is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday. | |
| Reporting Period: One month | Unit of Measure: Calendar Days |
| Reporting Comparisons: CLEC aggregate and individual CLEC results | Disaggregation Reporting: Statewide level. |
| Formula: $\frac{\sum[(\text{Date Feasibility Study provided to CLEC}) - (\text{Date Qwest receives CLEC request for Feasibility Study})]}{(\text{Total Feasibility Studies Completed in the Reporting Period})}$ | |
| Exclusions: <ul style="list-style-type: none"> CLEC-caused delays of, or CLEC requests for feasibility study completions resulting in greater than ten calendar days from Collocation Application Date to scheduled feasibility study completion date. | |
| Product Reporting: None | Standard: 10 calendar days or less |
| Availability: Available | Notes: <ol style="list-style-type: none"> Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state). |

CP-4 – Collocation Feasibility Study Commitments Met

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|---|---|
| Purpose: Evaluates the degree that Qwest completes the sub-process function of providing a collocation feasibility study to the CLEC as committed. | |
| Description: Measures the percentage of collocation feasibility studies for installations that are completed within the Scheduled Interval <ul style="list-style-type: none"> The Scheduled Interval is ten calendar days from the Collocation Application Date or, if interconnection agreements call for different intervals, within intervals specified in the agreements, or if otherwise delayed by the CLEC, the interval resulting from the delay. Includes all feasibility studies for collocations of types specified herein, that are completed in the reporting period. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. ^{NOTE 1} Considers the interval from the Collocation Application Date to the date Qwest completes the Feasibility Study and provides it to the CLEC. The Collocation Application Date is the date Qwest receives from the CLEC a complete application for collocation. In cases where the CLEC's application for collocation is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday. Subject to superceding terms in the CLEC's interconnection agreement, when a CLEC submits six (6) or more Collocation applications in a one-week period in any state, feasibility study intervals will be individually negotiated and the resulting intervals used instead of ten calendar days in this measurement. | |
| Reporting Period: One month | Unit of Measure: Percent |
| Reporting Comparisons: CLEC aggregate and individual CLEC results | Disaggregation Reporting: Statewide level. |
| Formula: $[(\text{Total Applicable Collocation Feasibility studies completed within Scheduled Intervals}) \div (\text{Total applicable Collocation Feasibility studies completed in the reporting period})] \times 100$ | |
| Exclusions: None | |
| Product Reporting: None | Standard: 90 percent or more |
| Availability: Available | Notes: 1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state). |

DEFINITION OF TERMS

Application Date (and Time) – The date (and time) on which Qwest receives from the CLEC a complete and accurate local service request (LSR) or access service request (ASR) or retail order, subject to the following:

- For the following types of requests/orders, the application date (and time) is the start of the next business day:
 - (1) LSRs and ASRs received after 3:00PM MT for Designed Services and Local Number Portability (except non-designed, flow-through LNP).
 - (2) Retail orders received after 3:00 PM local time for Designed Services.
 - (3) LSRs received after 7:00PM MT for POTS Resale (Residence and Business), Non-Design Resale Centrex, non-designed UNE-P, Unbundled Loops, and non-designed, flow-through LNP.
 - (4) Retail orders for comparable non-designed services cannot be received after closing time, so the cutoff time is essentially the business office closing time.
- For all types of orders that are received from Friday at 7:00 PM MT through Sunday, or on holidays, and do not flow through, the application date (and time) is the next, non-weekend business day.

Automatic Location Information (ALI) – The feature of E911 that displays at the Public Safety Answering Point (PSAP) the street address of the calling telephone number. This feature requires a data storage and retrieval system for translating telephone numbers to the associated address. ALI may include Emergency Service Number (ESN), street address, room or floor, and names of the enforcement, fire and medical agencies with jurisdictional responsibility for the address. The Management System (E911) database is used to update the Automatic E911 Location Information databases.

Bill Date – The date shown at the top of the bill, representing the date on which Qwest begins to close the bill.

Blocking – Condition on a telecommunications network where, due to a maintenance problem or an traffic volumes exceeding trunking capacity in a part of the network, some or all originating or terminating calls cannot reach their final destinations. Depending on the condition and the part of the network affected, the network may make subsequent attempts to complete the call or the call may be completely blocked. If the call is completely blocked, the calling party will have to re-initiate the call attempt.

Business Day – Workdays that Qwest is normally open for business. Business Day = Monday through Friday, excluding weekends and Qwest published Holidays including New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas. Individual measurement definitions may modify (typically expanding) this definition as described in the Notes section of the measurement definition.

Cleared Trouble Report – A trouble report for which the trouble has been cleared, meaning the customer is "back in service".

Closed Trouble Report – A trouble report that has been closed out from a maintenance center perspective, meaning the ticket is closed in the trouble reporting system following repair of the trouble.

Code Activation (Opening) – Process by which new NPA/NXXs (area code/prefix) is defined, through software translations to network databases and switches, in telephone networks. Code activation (openings) allow for new groups of telephone numbers (usually in blocks of 10,000) to be made available for assignment to an ILEC's or CLEC's customers, and for calls to those numbers to be passed between carriers.

Common Channel Signaling System 7 (CCSS7) – A network architecture used to for the exchange of signaling information between telecommunications nodes and networks on an out-of-band basis. Information exchanged provides for call set-up and supports services and features such as CLASS and database query and response.

Common Transport – Trunk groups between tandem and end office switches that are shared by more than one carrier, often including the traffic of both the ILEC and several CLECs.

Completion – The time in the order process when the service has been provisioned and service is available.

DEFINITION OF TERMS (continued)

Completion Notice – A notification the ILEC provides to the CLEC to inform the CLEC that the requested service order activity is complete.

Coordinated Customer Conversion -- Orders that have a due date negotiated between the ILEC, the CLEC, and the customer so that work activities can be performed on a coordinated basis under the direction of the receiving carrier.

Customer Requested Due Date – A specific due date requested by the customer which is either shorter or longer than the standard interval or the interval offered by the ILEC.

Customer Trouble Reports – A report that the carrier providing the underlying service opens when notified that a customer has a problem with their service. Once resolved, the disposition of the trouble is changed to closed.

Dedicated Transport – A network facility reserved to the exclusive use of a single customer, carrier or pair of carriers used to exchange switched or special, local exchange, or exchange access traffic.

Delayed Order – An order which has been completed after the scheduled due date and/or time.

Directory Assistance Database – A database that contains subscriber records used to provide live or automated operator-assisted directory assistance. Including 411, 555-1212, NPA-555-1212.

Directory Listings – Subscriber information used for DA and/or telephone directory publishing, including name and telephone number, and optionally, the customer's address.

DS-0 – Digital Service Level 0. Service provided at a digital signal speed commonly at 64 kbps, but occasionally at 56 kbps.

DS-1 – Digital Service Level 1. Service provided at a digital signal speed of 1.544 Mbps.

DS-3 – Digital Service Level 3. Service provided at a digital signal speed of 44.736 Mbps.

Due Date – The date provided on the Firm Order Confirmation (FOC) the ILEC sends the CLEC identifying the planned completion date for the order.

End Office Switch – A switch from which an end users' exchange services are directly connected and offered.

Final Trunk Groups – Interconnection and interoffice trunk groups that do not overflow traffic to other trunk groups when busy.

Firm Order Confirmation (FOC) – Notice the ILEC sends to the CLEC to notify the CLEC that it has received the CLECs service request, created a service order, and assigned it a due date.

Flow-Through –The term used to describe whether a LSR electronically is passed from the OSS interface system to the ILEC legacy system to automatically create a service order. LSRs that do not flow through require manual intervention for the service order to be created in the ILEC legacy system.

Interval Zone 1/Zone 2 – Interval Zone 1 areas are wire centers for which Qwest specifies shorter standard service intervals than for Interval Zone 2 areas.

Installation – The activity performed to activate a service.

Installation Troubles – A trouble, which is identified after service order activity and installation, has completed on a customer's line. It is likely attributable to the service activity (within a defined time period).

Interconnection Trunks – A network facility that is used to interconnect two switches generally of different local exchange carriers

Inward Activity – Refers to all orders for new or additional lines/circuits. For change order types, additional lines/circuits consist of all C orders with "I" and "T" action coded line/circuit USOCs that represent new or additional lines/circuits, including conversions from retail to CLEC and CLEC to CLEC.

Jeopardy – A condition experienced in the service provisioning process which results potentially in the inability of a carrier to meet the committed due date on a service order

Jeopardy Notice – The actual notice that the ILEC sends to the CLEC when a jeopardy has been identified.

Lack of Facilities – A shortage of cable facilities identified after a due date has been committed to a customer, including the CLEC. The facilities shortage may be identified during the inventory assignment process or during the service installation process, and typically triggers a jeopardy.

Local Exchange Routing Guide (LERG) – A Bellcore master file that is used by the telecom industry to identify NPA-NXX routing and homing information, as well as network element and equipment designations. The file also includes scheduled network changes associated with activity within the North American Numbering Plan (NANP).

Local Exchange Traffic – Traffic originated on the network of a LEC in a local calling area that terminates to another LEC in a local calling area.

DEFINITION OF TERMS (continued)

Local Number Portability (formerly defined under Permanent Number Portability and also known as – Long Term Number Portability) – A network technology which allows end user customers to retain their telephone number when moving their service between local service providers. This technology does not employ remote call forwarding, but actually allows the customer's telephone number to be moved and redefined in the network of the new service provider. The activity to move the telephone number is called "porting."

Local Service Request (LSR) – Transaction sent from the CLEC to the ILEC to order services or to request a change(s) be made to existing services.

MSA/Non-MSA – Metropolitan Statistical Area is a government defined geographic area with a population of 50,000 or greater. Non-Metropolitan Statistical Area is a government defined geographic area with population of less than 50,000. Qwest depicts MSA Non-MSA based on NPA NXX. Where a wire center is predominantly within an MSA, all lines are counted within the MSA.

Mechanized Bill – A bill that is delivered via electronic transmission.

NXX, NXX Code or Central Office Code – The three digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

Plain Old Telephone Service (POTS) – Refers to basic 2-wire, non-complex analog residential and business services. Can include feature capabilities (e.g., CLASS features).

Projects – Service requests that exceed the line size and/or level of complexity which would allow for the use of standard ordering and provisioning processes. Generally, due dates for projects are negotiated, coordination of service installations/changes is required and automated provisioning may not be practical.

Query Types – Pre-ordering information that is available to a CLEC that is categorized according to standards issued by OBF and/or the FCC.

Ready For Service (RFS) – The status achieved in the installation of a collocation arrangement when all "operational" work has been completed. Operational work consists of the following as applicable to the particular type of collocation:

- Cage enclosure complete;
- DC power is active (including fuses available, BDFB [Battery Distribution Fuse Board] in place, and cables between the CLEC and power terminated);
- Primary AC outlet in place;
- Cable racking and circuit terminations are complete (e.g. fiber jumpers placed between the Outside Plant Fiber Distribution Panel and the Central Office Fiber Distribution Panel serving the CLEC). and
- The following items complete, subject to the CLEC having made required payments to Qwest (e.g., final payment): (If the required CLEC payments have not been made, the following items are not required for RFS):
 - Key turnover made available to CLEC.
 - APOT/CFA complete, as defined/required in the CLEC's interconnection agreement and
 - Basic telephone service and other services and facilities complete, if ordered by CLEC in time to be provided on the scheduled RFS date (per Qwest's published standard installation intervals for such telephone service).

Ready for Service Date (RFS date) – The due date assigned to a collocation order (typically determined by regulatory rulings, contract terms, or negotiations with CLEC) to indicate when collocation installation is scheduled to be ready for service, as defined above.

Reject – A status that can occur to a CLEC submitted local service request (LSR) when it does not meet certain criteria. There are two types of rejects: (1) syntax, which occur if required fields are not included in the LSR; and (2) content, which occur if invalid data is provided in a field. A rejected service request must be corrected and re-submitted before provisioning can begin.

Repeat Report – Any trouble report that is a second (or greater) report on the same telephone number/circuit ID and at the same premises address within 30 days. The original report can be any category, including excluded reports, and can carry any disposition code.

Service Group Type – The designation used to identify a category of similar services, .e.g., UNE loops.

Service Order – The work order created and distributed in ILECs systems and to ILEC work groups in response to a complete, valid local service request.

DEFINITION OF TERMS (continued)

Service Order Type – The designation used to identify the major types of provisioning activities associated with a local service request.

Standard Interval – The interval that the ILEC publishes as a guideline for establishing due dates for provisioning a service request. Typically, due dates will not be assigned with intervals shorter than the standard. These intervals are specified by service type and type of service modification requested. ILECs publish these standard intervals in documents used by their own service representatives as well as ordering instructions provided to CLECs in the Qwest Standard Interval Guidelines.

Subsequent Reports – A trouble report that is taken in relation to a previously-reported trouble prior to the date and time the initial report has a status of “closed.”

Tandem Switch – Switch used to connect and switch trunk circuits between and among Central Office switches.

Time to Restore – The time interval from the receipt, by the ILEC, of a trouble report on a customer's service to the time service is fully restored to the customer.

Unbundled Network Element – Platform (UNE-P) – Combinations of network elements, including both new and conversions, involving POTS (i.e., basic services providing dial tone).

Unbundled Loop - The Unbundled Loop is a transmission path between a Qwest Central Office Distribution Frame, or equivalent, and the Loop Demarcation Point at an end user premises. Loop Demarcation Point is defined as the point where Qwest owned or controlled facilities cease, and CLEC, end user, owner or landlord ownership of facilities begins.

Usage Data – Data generated in network nodes to identify switched call data on a detailed or summarized basis. Usage data is used to create customer invoices for the calls.

GLOSSARY OF ACRONYMS

| <u>ACRONYM</u> | <u>DESCRIPTION</u> |
|-----------------------|---|
| ACD | Automatic Call Distributor |
| ADSL | Asymmetric Digital Subscriber Line |
| ALI | Automatic Line Information (for 911/E911 systems) |
| ASR | Service Request (processed via Exact system) |
| BRI | Basic Rate Interface (type of ISDN service) |
| CABS | Carrier Access Billing System |
| CKT | Circuit |
| CLEC | Competitive Local Exchange Carrier |
| CO | Central Office |
| CPE | Customer Premises Equipment |
| CRIS | Customer Record Information System |
| CSR | Customer Service Record |
| DA | Directory Assistance |
| DB | Decibel |
| DB | Database |
| DS0 | Digital Service 0 |
| DS1 | Digital Service 1 |
| DS3 | Digital Service 3 |
| E911 MS | E911 Management System |
| EAS | Extended Area Service |
| EB-TA | Electronic Bonding – Trouble Administration |
| EDI | Electronic Data Interchange |
| EELS | Enhanced Extended Loops |
| ES | Emergency Services (for 911/E911) |
| FOC | Firm Order Confirmation |
| GUI | Graphical User Interface |
| HDSL | High-Bit-Rate Digital Subscriber Line |
| HICAP | High Capacity Digital Service |
| IEC | Interexchange Carrier |
| ILEC | Incumbent Local Exchange Carrier |
| INP | Interim Number Portability |
| IOF | Interoffice Facilities (refers to trunk facilities located between Qwest central offices) |
| ISDN | Integrated Services Digital Network |
| IMA | Interconnect Mediated Access |
| LATA | Local Access Transport Area |
| LERG | Local Exchange Routing Guide |
| LIDB | Line Identification Database |
| LIS | Local Interconnection Service Trunks |
| LNP | Long Term Number Portability |
| LSR | Local Service Request |
| N, T, C | Service Order Types - - N (new), T (to or transfer), C (change) |
| NANP | North American Numbering Plan |
| NDM | Network Data Mover |
| NPAC | Number Portability Administration Center |
| NXX | Telephone number prefix |
| OBF | Ordering and Billing Forum |

GLOSSARY OF ACRONYMS (continued)

| <u>ACRONYM</u> | <u>DESCRIPTION</u> |
|-----------------------|---|
| OOS | Out of service (type of trouble condition) |
| OSS | Operations Support Systems |
| PBX | Private Branch Exchange |
| PON | Purchase Order Number |
| POTS | Plain Old Telephone Service |
| PRI | Primary Rate Interface (type of ISDN service) |
| RFS | Ready for Service (refers to collocation installations) |
| SIA | SAAFE (Strategic Application Architecture Framework and Environment) Information Access |
| SOP | Service Order Processor |
| SOT | Service Order Type |
| SS7 | Signaling System 7 |
| STP | Signaling Transfer Point |
| TN | Telephone Number |
| UDIT | Unbundled Dedicated Interoffice Transport |
| UNE | Unbundled Network Element |
| UNE-P | Unbundled Network Element – Platform |
| VRU | Voice Response Unit |
| WFA | Work Force Administration |
| XDSL | (x) Digital Subscriber Line. (The “x” prefix refers to DSL generically. An “x” replaced by an “A” refers to Asymmetric DSL, and by an “H” refers to High-bit-rate DSL.) |

APPENDIX A

PO-20 Feature Detail Fields

Feature Detail

Resale and UNE-P (POTS and Centrex 21):

CFN

Validate the call forwarding TN

CFNB

Validate the call forwarding TN

CFND

Validate the call forwarding TN

RCYC

FID associated with a call forwarding don't answer USOC that determines how many rings before the call forwards to the TN provided with the CFN or CFND FIDs.

HLN (HLA Hot Line)

FID associated with the USOC HLA (which is on our USOC list to validate.) The Hot Line feature call forwards automatically to a pre-programmed number. This TN is provided following the HLN FID. The data provided in the Feature Detail section on the LSR will be validated against the HLN FID on the service order to determine whether the FID is present and the TN provided on the LSR with the FID is correct on the service order.

LINK (HME CALL FORWARDING TO CELLULAR)

FID associated with the USOC HME (which is on our USOC list to validate.) The HME feature call forwards a call from the landline telephone number to a cellular telephone number. The LINK FID, along with the PCS telephone number provided in the Feature Detail section on the LSR, will be validated against the LINK FID on the service order to determine whether the FID is present and the telephone number provided on the LSR matches the telephone number on the service order.

DES on DID MBB

If the CLEC requests a DID voice mailbox the DID number will follow the FID DES on the LSR in the Feature Detail section and on the service order. The DES FID along with the DID telephone number provided in the Feature Detail section on the LSR will be validated against the DES FID on the service order to determine whether the FID is present and the DID telephone number provided on the matches the telephone number on the service order.

APPENDIX A (continued)

TN on Custom Ring USOC (RGG1A etc.)

We currently have 9 custom ring USOCs on our PO-20 USOC list. Along with the custom ring USOC is the TN FID. The TN FID along with the custom ring telephone number provided in the Feature Detail section on the LSR will be validated against the TN FID on the service order to determine whether the FID is present and the custom ring telephone provided on the LSR with the FID is correct on the service order. (The validation would only apply if the USOC and FID were present in the Feature Detail section of the LSR.)

CAS (if provided on LSR for SEA)

Call Screening Code Assignment is a FID associated with the selective class of call feature (which is on our USOC list to validate.) Along with the CAS FID is a two-digit number that indicates what type of screening is being requested. The CAS FID along with a two-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the two-digit number matches the two-digit number provided on the LSR.

WW (if provided on LSR for TFM)

Working With is a FID associated with the transfer mailbox feature (which is on our USOC list to validate.) Along with the WW FID is a ten-digit number that indicates where the voice mailbox is located. The WW FID along with the ten-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit number matches the ten-digit number provided on the LSR.

MBOA (if provided on LSR for VFN)

Mailbox out-dial notification is a FID associated with the message notification feature (which is on our USOC list to validate.) Along with the MBOA FID is a two-digit alphanumeric combination that indicates where the notification will be sent (i.e., identifies pager type.) The MBOA FID along with the two-digit alphanumeric combination is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the two-digit alphanumeric matches the two-digit alphanumeric provided on the LSR.

DES on VGT (if provided on LSR)

Description is a FID associated with the scheduled greeting feature (which is on our USOC list to validate.) Along with the DES FID is a ten-digit telephone number that reflects the DID mailbox number. The DES FID along with the ten-digit telephone number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit telephone number matches the ten-digit telephone number provided on the LSR.

WLT (WLS Warm Line)

Warm line timeout is a FID associated with the warm line feature. Along with the WLT FID is a one or two numeric value that indicates the number of seconds that must elapse before the DMS-100 switch sets up the connection for a warm line service number. The WLT FID along with the one or two numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the one or two numeric value matches the one or two numeric value provided on the LSR.

APPENDIX A (continued)

FIDs associated with WFA (800 service line feature which is on our USOC list to validate):

SIT (if provided on LSR for WFA)

Special identifying telephone number is a FID associated with the 800 service line feature. Along with the SIT FID is a ten-digit telephone number that reflects the 800, 888, 877, or 866 service line feature. The SIT FID along with the ten-digit telephone number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit telephone number matches the ten-digit telephone number provided on the LSR.

SIS (if provided on LSR for WFA)

Special Identifying Telephone Number Supplemental is a FID associated with the 800 service line feature. The SIS FID along with a one-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the one-digit number matches the one-digit number provided on the LSR.

ELN (if provided on LSR for WFA)

800 Service listed name is a FID associated with the 800 service line feature. Along with the ELN FID is a listed name, which follows the format of a business name. The ELN FID along with the name is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the name matches the name provided on the LSR.

ELA (if provided on LSR for WFA)

800 listed address is a FID associated with the 800 service line feature. Along with the ELA FID is an address, which follows the format of a listed address plus LATA, State, and ZIP code. The ELA FID along with the address is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the address matches the address provided on the LSR.

AOS (if provided on LSR for WFA)

Area of service is a FID associated with the 800 service line feature. Along with the AOS FID are one to two alphanumeric characters and three numeric characters which represents LATA and AC of the address. The AOS FID along with the additional characters are provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the additional characters match the additional characters provided on the LSR.

ALC (if provided on LSR for WFA)

IntraLATA carrier is a FID associated with the 800 service line feature. It indicates the IntraLATA carrier for the 800 service. Along with the ALC FID is the three-digit code (OTC) for the IntraLATA carrier. The ALC FID along with the three-digit code is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the three-digit code matches the three-digit code provided on the LSR.

APPENDIX A (continued)

Resale and UNE-P Centrex 21

FIDs associated with SO3, SO5, SFB, C2TAX (Electronic Business Set USOCs which are on our USOC list to validate):

KEY (If provided on LSR for Electronic Business Set EBS USOCs)

Key Designation (KEY number) is a FID associated with the Electronic Business Set feature. Along with the KEY FID is a numeric value that indicates the key designated for different features or lines on the EBS. The KEY FID along with the numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the numeric value matches the numeric value provided on the LSR.

MADN (If provided on LSR for Electronic Business Set EBS USOCs)

Multiple Appearance Directory Number Call Arrangement is a FID associated with the Electronic Business Set feature. Along with the MADN FID is a set of alpha values that indicate the type, appearance and ring status desired for different features or lines on the EBS. The KEY FID along with the alpha values is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alpha values match the alpha values provided on the LSR.

ROL (If provided on LSR for Electronic Business Set EBS USOCs)

Ring On Line is a FID associated with the Electronic Business Set feature. Along with the ROL FID is an alpha value that indicates if the line will ring (Y or N). The ROL FID along with the alpha value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alpha value matches the alpha value provided on the LSR.

TTYD (If provided on LSR for C2TAX)

Terminal Type is a FID associated with the adjunct module feature. Along with the TTYD FID is a 4 character alpha value based on customer equipment. The TTYD FID along with the 4 character alpha value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 4 character alpha value matches the 4 character alpha value provided on the LSR.

APPENDIX A (continued)

FIDs associated with E3PPK (CALL PICK-UP feature which is on our USOC list to validate):

CPG (If provided on LSR for E3PPK)

Call Pickup Group is a FID associated with the CALL PICK-UP feature. Along with the CPG FID is a 1-3 digit numeric value that identifies the call pickup group. The CPG FID along with the 1-3 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 1-3 digit numeric value matches the 1-3 digit numeric value provided on the LSR.

CPUO (If provided on LSR for E3PPK)

Call Pickup-Originating is a FID associated with the CALL PICK-UP feature. Along with the CPUO FID is an alphanumeric value that identifies the call pickup group. The CPUO FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

CPUT (If provided on LSR for E3PPK)

Call Pickup-Terminating is a FID associated with the CALL PICK-UP feature. Along with the CPUT FID is an alphanumeric value that identifies the call pickup group. The CPUT FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

FIDs associated with GVJ, EZJ, GVZ, GV2, EVH, GVV (Speed Call feature USOCs that are on our USOC list to validate):

SCG (If provided on LSR for Speed call USOCs)

Speed Call Group is a FID associated with the Speed call feature. Along with the SCG FID is a 7 digit numeric value that identifies the controller of the group. The SCG FID along with the 7 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 7 digit numeric value matches 7 digit numeric value provided on the LSR.

CSL (If provided on LSR for Speed call USOCs)

Change Speed Calling Group List is a FID associated with the Speed call feature. Along with the CSL FID is a 2 digit numeric value that identifies the size of the group list. The SCG FID along with the 7 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 2 digit numeric value matches 2 digit numeric value provided on the LSR.

SCF (If provided on LSR for Speed call USOCs)

Speed Calling Feature Name is a FID associated with the Speed call feature. Along with the SCF FID is an alphanumeric value that identifies the controller of the shared list. The SCF FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

Exhibit K

PERFORMANCE ASSURANCE PLAN

1.0 Introduction

1.1 As set forth in this Agreement, Qwest and CLEC voluntarily agree to the terms of the following Performance Assurance Plan ("PAP"), prepared in conjunction with Qwest's application for approval under Section 271 of the Telecommunications Act of 1996 (the "Act") to offer in-region long distance service.

2.0 Plan Structure

2.1 The PAP is a two-tiered, self-executing remedy plan. CLEC shall be provided with Tier 1 payments if, as applicable, Qwest does not provide parity between the service it provides to CLEC and that which it provides to its own retail customers, or Qwest fails to meet applicable benchmarks.

2.1.1 As specified in section 7.0, if Qwest fails to meet parity and benchmark standards on an aggregate CLEC basis, Qwest shall make Tier 2 payments to a Fund established by the state regulatory commission or, if required by existing law, to the state general fund.

2.2 As specified in sections 6.0 and 7.0 and Attachments 1 and 2, payment is generally on a per occurrence basis, (i.e., a set dollar payment times the number of non-conforming service events). For the performance measurements which do not lend themselves to per occurrence payment, payment is on a per measurement basis, (i.e., a set dollar payment). The level of payment also depends upon the number of consecutive months of non-conforming performance, (i.e., an escalating payment the longer the duration of non-conforming performance).

2.3 Qwest shall be in conformance with the parity standard when service Qwest provides to CLEC is equivalent to that which it provides to its retail customers. The PAP relies upon statistical scoring to determine whether any difference between CLEC and Qwest performance results is significant, that is, not attributable to simple random variation. Statistical parity shall exist when performance results for CLEC and for Qwest retail analogue result in a z-value that is no greater than the critical z-values listed in the Critical Z-Statistical Table in section 5.0

2.4 For performance measurements that have no Qwest retail analogue, agreed upon benchmarks shall be used. Benchmarks shall be evaluated using a "stare and compare" method. For example, if the benchmark for a particular performance measurement is 95% or better, Qwest performance results must be at least 95% to meet the benchmark. Percentage benchmarks will be adjusted to round the allowable number of misses up or down to the closest integer, except when a benchmark standard and low CLEC volume are such that a 100% performance result would be required to meet the standard and has not been attained. In such a situation, the determination of whether Qwest meets or fails the benchmark standard

Exhibit K

PERFORMANCE ASSURANCE PLAN

will be made using performance results for the month in question, plus a sufficient number of consecutive prior months so that a 100% performance result would not be required to meet the standard. For purposes of section 6.2, a meet or fail determined by this procedure shall count as a single month. In cases where there is insufficient prior data to determine if the standard has been met or missed using this “look-back” procedure, Qwest shall be allowed to round the product of the benchmark and the sample size up to one, such that one miss would be permitted.

3.0 Performance Measurements

3.1 The performance measurements included in the PAP are set forth in Attachment 1. Each performance measurement identified is defined in the Performance Indicator Definitions (“PIDs”) developed in the ROC Operational Support System (“OSS”) collaborative, and which are included in the SGAT at Exhibit B. The measurements have been designated as Tier 1, Tier 2, or both Tier 1 and Tier 2 and given a High, Medium, or Low designation.

4.0 Statistical Measurement

4.1 Qwest uses a statistical test, namely the modified “z-test,” for evaluating the difference between two means (i.e., Qwest and CLEC service or repair intervals) or two percentages (e.g., Qwest and CLEC proportions), to determine whether a parity condition exists between the results for Qwest and the CLEC(s). The modified z-tests shall be applicable if the number of data points are greater than 30 for a given measurement. For testing measurements for which the number of data points are 30 or less, Qwest will use a permutation test to determine the statistical significance of the difference between Qwest and CLEC.

4.2 Qwest shall be in conformance when the monthly performance results for parity measurements (whether in the form of means, percents, or proportions and at the equivalent level of disaggregation) are such that the calculated z-test statistics are not greater than the critical z-values as listed in Table 1, section 5.0.

4.3 Qwest shall be in conformance with benchmark measurements when the monthly performance result equals or exceeds the benchmark, if a higher value means better performance, and when the monthly performance result equals or is less than the benchmark if a lower value means better performance.

The formula for determining parity using the modified z-test is:

$$z = \text{DIFF} / \sigma_{\text{DIFF}}$$

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Where:

$$\text{DIFF} = M_{\text{Qwest}} - M_{\text{CLEC}}$$

M_{QWEST} = Qwest average or proportion

M_{CLEC} = CLEC average or proportion

$$\sigma_{\text{DIFF}} = \text{square root } [\sigma^2_{\text{Qwest}} (1/n_{\text{CLEC}} + 1/n_{\text{Qwest}})]$$

σ^2_{Qwest} = calculated variance for Qwest

n_{Qwest} = number of observations or samples used in Qwest measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

The modified z-tests will be applied to reported parity measurements that contain more than 30 data points.

In calculating the difference between Qwest and CLEC performance, the above formula applies when a larger Qwest value indicates a better level of performance. In cases where a smaller Qwest value indicates a higher level of performance, the order is reversed, i.e., $M_{\text{CLEC}} - M_{\text{QWEST}}$.

4.3.1 For parity measurements where the number of data points is 30 or less, Qwest will apply a permutation test to test for statistical significance. Permutation analysis will be applied to calculate the z-statistic using the following logic:

Calculate the modified z-statistic for the actual arrangement of the data

Pool and mix the CLEC and Qwest data sets

Perform the following 1000 times:

Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, and one reflecting the remaining data points, (which is equal to the size of the original Qwest data set or n_{QWEST}).

Compute and store the modified z-test score (Z_s) for this sample.

Count the number of times the z-statistic for a permutation of the data is greater than the actual modified z- statistic

Compute the fraction of permutations for which the statistic for the rearranged data is greater than the statistic for the actual samples

If the fraction is greater than α , the significance level of the test, the hypothesis of no difference is not rejected, and the test is passed. The α shall be .05 when the critical z value is 1.645 and .15 when the critical z value is 1.04.

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PERFORMANCE ASSURANCE PLAN

5.0 Critical Z-Value

5.1 The following table shall be used to determine the critical z-value that is referred to in section 6.0. It is based on the monthly business volume of the CLEC for the particular performance measurements for which statistic testing is being performed.

TABLE 1: CRITICAL Z-VALUE

| CLEC volume (Sample size) | LIS Trunks, UDITs, Resale, UBL-DS1 and DS-3 | All Other |
|------------------------------|--|-----------|
| 1-10 | 1.04* | 1.645 |
| 11-150 | 1.645 | 1.645 |
| 151-300 | 2.0 | 2.0 |
| 301-600 | 2.7 | 2.7 |
| 601-3000 | 3.7 | 3.7 |
| 3001 and above | 4.3 | 4.3 |

* The 1.04 applies for individual month testing for performance measurements involving LIS trunks and DS-1 and DS-3 that are UDITs, Resale, or Unbundled Loops. The performance measurements are OP-3d/e, OP-4d/e, OP-5a, OP-6-4/5, MR-5a/b, MR-7d/e, and MR-8. For purposes of determining consecutive month misses, 1.645 shall be used. Where performance measurements disaggregate to zone 1 and zone 2, the zones shall be combined for purposes of statistical testing.

6.0 Tier 1 Payments to CLEC

6.1 Tier 1 payments to CLEC shall be made solely for the performance measurements designated as Tier 1 on Attachment 1. The payment amount for non-conforming service varies depending upon the designation of performance measurements as High, Medium, and Low and the duration of the non-conforming service condition as described below. Non-conforming service is defined in section 4.0.

6.1.1 Determination of Non-Conforming Measurements: The number of performance measurements that are determined to be non-conforming and, therefore, eligible for Tier 1 payments, are limited according to the critical z-value shown in Table 1, section 5.0. The critical z-values are the statistical standard that determines for each CLEC performance measurement whether Qwest has met parity. The critical z-value is selected from Table 1 according to the monthly CLEC volume for the performance measurement. For instance, if the CLEC sample size for that month is 100, the critical z-value is 1.645 for the statistical testing of that parity performance measurement.

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6.2 Determination of the Amount of Payment: Tier 1 payments to CLEC, except as provided for in sections 6.3 and 10.0, are calculated and paid monthly based on the number of performance measurements exceeding the critical z-value. Payments will be made on either a per occurrence or per measurement basis, depending upon the performance measurement, using the dollar amounts specified in Table 2 below. The dollar amounts vary depending upon whether the performance measurement is designated High, Medium, or Low and escalate depending upon the number of consecutive months for which Qwest has not met the standard for the particular measurement.

6.2.1 The escalation of payments for consecutive months of non-conforming service will be matched month for month with de-escalation of payments for every month of conforming service. For example, if Qwest has four consecutive monthly “misses” it will make payments that escalate from month 1 to month 4 as shown in Table 2. If, in the next month, service meets the standard, Qwest makes no payment. A payment “indicator” de-escalates down from month 4 to month 3. If Qwest misses the following month, it will make payment at the month 3 level of Table 2 because that is where the payment “indicator” presently sits. If Qwest misses again the following month, it will make payments that escalate back to the month 4 level. The payment level will de-escalate back to the original month 1 level only upon conforming service sufficient to move the payment “indicator” back to the month 1 level.

6.2.2 For those performance measurements listed on Attachment 2 as “Performance Measurements Subject to Per Measurement Caps,” payment to a CLEC in a single month shall not exceed the amount listed in Table 2 below for the “Per Measurement” category. For those performance measurements listed on Attachment 2 as “Performance Measurements Subject to Per Measurement Payments,” payment to a CLEC will be the amount set forth in Table 2 below under the section labeled “per measurement.”

TABLE 2: TIER-1 PAYMENTS TO CLEC

| Per Occurrence | | | | | | |
|-------------------|---------|---------|---------|---------|---------|----------------------------------|
| Measurement Group | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 and each following month |
| High | \$150 | \$250 | \$500 | \$600 | \$700 | \$800 |
| Medium | \$ 75 | \$150 | \$300 | \$400 | \$500 | \$600 |
| Low | \$ 25 | \$ 50 | \$100 | \$200 | \$300 | \$400 |

| Per Measurement Cap | | | | | | |
|---------------------|---------|---------|---------|---------|---------|----------------------------------|
| Measurement Group | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 and each following month |
| | | | | | | |

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PERFORMANCE ASSURANCE PLAN

| | | | | | | month |
|--------|----------|----------|----------|-----------|-----------|-----------|
| High | \$25,000 | \$50,000 | \$75,000 | \$100,000 | \$125,000 | \$150,000 |
| Medium | \$10,000 | \$20,000 | \$30,000 | \$ 40,000 | \$ 50,000 | \$ 60,000 |
| Low | \$ 5,000 | \$10,000 | \$15,000 | \$ 20,000 | \$ 25,000 | \$ 30,000 |

6.3 For collocation, CP-2 and CP-4 performance measurements shall be relied upon for delineation of collocation business rules. For purposes of calculating Tier 1 payments, collocation jobs and collocation feasibility studies that are later than the due date will have a per day payment applied according to Table 3. The per day payment will be applied to any collocation job in which the feasibility study is provided or the collocation installation is completed later than the scheduled date. The calculation of the payment amount will be performed by applying the per day payment amounts as specified in Table 3. Thus, for days 1 through 10, the payment is \$150 per day. For days 11 through 20, the payment is \$300 per day and so on.

TABLE 3: TIER-1 COLLOCATION PAYMENTS TO CLECS

| Days Late | Completion Date | Feasibility Study |
|-------------------|-----------------|-------------------|
| 1 to 10 days | \$150/day | \$45/day |
| 11 to 20 days | \$300/day | \$90/day |
| 21 to 30 days | \$450/day | \$135/day |
| 31 to 40 days | \$600/day | \$180/day |
| More than 40 days | \$1,000/day | \$300/day |

6.4 A minimum payment calculation shall be performed at the end of each year for each CLEC with annual order volumes of no more than 1,200. The payment shall be calculated by multiplying \$2,000 by the number of months in which at least one payment was made to the CLEC. To the extent that the actual CLEC payment for the year is less than the product of the preceding calculation, Qwest shall make an additional payment equal to the difference.

7.0 Tier 2 Payments to the State

7.1 Payments to the State shall be limited to the performance measurements designated in section 7.4 for Tier 2 per measurement payments and in Attachment 1 for per occurrence payments and which have at least 10 data points each month for the period payments are being calculated. Similar to the Tier 1 structure, Tier 2 measurements are categorized as High, Medium, and Low and the amount of payments for non-conformance varies according to this categorization.

7.2 **Determination of Non-Conforming Measurements:** The determination of non-conformance will be based upon the aggregate of all CLEC data for each Tier 2 performance measurement. Non-conforming service is defined in section 4.2 (for parity measurements)

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and 4.3 (for benchmark measurements), except that a 1.645 critical z-value shall be used for all parity measurements but MR-2 and OP-2. The critical z-value is the statistical standard that determines for each performance measurement whether Qwest has met parity.

7.3 Determination of the Amount of Payment: Except as provided in section 7.4, Tier 2 payments are calculated and paid monthly based on the number of performance measurements failing performance standards for a third month in any twelve month period for Tier 2 measurements with Tier 1 counterparts and for a second month in any twelve month period for Tier 2 measurements that do not have Tier 1 counterparts. Payment will be made on either a per occurrence or per measurement basis, whichever is applicable to the performance measurement, using the dollar amounts specified in Table 4 or Table 5 below. Except as provided in section 7.4, the dollar amounts vary depending upon whether the performance measurement is designated High, Medium, or Low.

7.3.1 For those Tier 2 measurements listed on Attachment 2 as “Performance Measurements Subject to Per Measurement Caps,” payment to the State in a single month shall not exceed the amount listed in Table 4 for the “Per Measurement” category.

TABLE 4: TIER-2 PAYMENTS TO STATE FUNDS

Per Occurrence

| Measurement Group | |
|-------------------|-------|
| High | \$500 |
| Medium | \$300 |
| Low | \$200 |

Per Measurement/Cap

| Measurement Group | |
|-------------------|----------|
| High | \$75,000 |
| Medium | \$30,000 |
| Low | \$20,000 |

7.4 Performance Measurements Subject to Per Measurement Payment: The following Tier 2 performance measurements shall have their performance results measured on a region-wide (14 state) basis. Failure to meet the performance standard, therefore, will result in a per measurement payment in each of the Qwest in-region 14 states adopting this PAP. The performance measurements are:

GA-1: Gateway Availability - IMA-GUI

GA-2: Gateway Availability - IMA-EDI

GA-3: Gateway Availability – EB-TA

GA-4: System Availability – EXACT

GA-6: Gateway Availability – GUI-Repair

PO-1: Pre-Order/Order Response Times

OP-2: Call Answered within Twenty Seconds – Interconnect Provisioning Center

MR-2: Calls Answered within Twenty Seconds – Interconnect Repair Center

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GA-1 has two sub-measurements: GA-1A and GA-1D. PO-1 shall have two sub-measurements: PO-1A and PO-1B. PO-1A and PO-1B shall have their transaction types aggregated together.

For these measurements, Qwest will make a Tier 2 payment based upon monthly performance results according to Table 5: Tier 2 Per Measurement Payments to State Funds.

TABLE 5: TIER-2 PER MEASUREMENT PAYMENTS TO STATE FUNDS

| Measurement | Performance | State Payment | 14 State Payment |
|--------------|--------------------|---------------|------------------|
| GA-1,2,3,4,6 | 1% or lower | \$1,000 | \$14,000 |
| | >1% to 3% | \$10,000 | \$140,000 |
| | >3% to 5% | \$20,000 | \$280,000 |
| | >5% | \$30,000 | \$420,000 |
| | | | |
| PO-1 | 2 sec. Or less | \$1,000 | \$14,000 |
| | >2 sec. to 5 sec. | \$5,000 | \$70,000 |
| | >5 sec. to 10 sec. | \$10,000 | \$140,000 |
| | >10 sec. | \$15,000 | \$210,000 |
| | | | |
| OP-2/MR-2 | 1% or lower | \$1,000 | \$14,000 |
| | >1% to 3% | \$5,000 | \$70,000 |
| | >3% to 5% | \$10,000 | \$140,000 |
| | >5% | \$15,000 | \$210,000 |
| | | | |

7.5 Payment of Tier 2 Funds: Payments to a state fund shall be used for any purpose determined by the Commission that is allowed to it by state law. Until such time as the North Dakota Legislature determines the uses by the Commission of Tier 2 funds, Tier 2 payments shall be made to the ND Performance Assurance Fund as set forth in QPAP Section 11.3 and its subsections. Upon the effective date of legislation, the receipt and administration of Tier 2 funds shall be as directed by the North Dakota Legislature.

8.0 Step by Step Calculation of Monthly Tier 1 Payments to CLEC

8.1 Application of the Critical Z-Values: Qwest shall identify the Tier 1 parity performance measurements that measure the service provided to CLEC by Qwest for the month in question and the critical z-value from Table 1 in section 5.0 that shall be used for purposes of statistical testing for each particular performance measurement. The statistical testing procedures described in section 4.0 shall be applied. For the purpose of determining the critical z-values, each disaggregated category of a performance measurement is treated as a separate sub-measurement. The critical z-value to be applied is determined by the CLEC volume at each level of disaggregation or sub-measurement.

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8.2 Performance Measurements for which Tier 1 Payment is Per Occurrence:

8.2.1 Performance Measurements that are Averages or Means:

8.2.1.1 Step 1: For each performance measurement, the average or the mean that would yield the critical z-value shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

8.2.1.2 Step 2: The percentage differences between the actual averages and the calculated averages shall be calculated. The calculation is $\% \text{ diff} = (\text{CLEC result} - \text{Calculated Value}) / \text{Calculated Value}$. The percent difference shall be capped at a maximum of 100%. In all calculations of percent differences in sections 8.0 and 9.0, the calculated percent differences is capped at 100%.

8.2.1.2 Step 3: For each performance measurement, the total number of data points shall be multiplied by the percentage calculated in the previous step and the per occurrence dollar amounts from the Tier 1 Payment Table shall determine the payment to the CLEC for each non-conforming performance measurement.

8.2.2 Performance Measurements that are Percentages:

8.2.2.1 Step 1: For each performance measurement, the percentage that would yield the critical z-value shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

8.2.2.2 Step 2: The difference between the actual percentages for the CLEC and the calculated percentages shall be determined.

8.2.2.3 Step 3: For each performance measurement, the total number of data points shall be multiplied by the difference in percentage calculated in the previous step, and the per occurrence dollar amount taken from the Tier 1 Payment Table, to determine the payment to the CLEC for each non-conforming performance measurement.

8.2.3 Performance Measurements that are Ratios or Proportions:

8.2.3.1 Step 1: For each performance measurement the ratio that would yield the critical z-value shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

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8.2.3.2 Step 2: The absolute difference between the actual rate for the CLEC and the calculated rate shall be determined.

8.2.3.3 Step 3: For each performance measurement, the total number of data points shall be multiplied by the difference calculated in the previous step, and the per occurrence dollar amount taken from the Tier 1 Payment Table, to determine the payment to the CLEC for each non-conforming performance measurement.

8.3 Performance Measurements for which Tier 1 Payment is Per Measure:

8.3.1 For each performance measurement where Qwest fails to meet the standard, the payment to the CLEC shall be the dollar amount shown on the “per measure” portion of Table 2: Tier 1 Payments to CLEC.

9.0 Step by Step Calculation of Monthly Tier 2 Payments to State Funds

9.1.1 Application of the Critical Z-Value: Qwest shall identify the Tier 2 parity performance measurements that measure the service provided by Qwest to all CLECs for the month in question. The statistical testing procedures described in section 4.0 shall be applied, except that a 1.645 critical z-value shall be used for all parity measurements but MR-2 and OP-2.

9.1.2 Tier 2 payments for performance measurements listed on Attachment 1 shall be made in the current month when 1) for Tier 2 measurements that have Tier 1 counterparts it is determined that Qwest missed the performance standard for a third month in any twelve-month period or 2) for Tier 2 measurements that do not have Tier 1 counterparts it is determined that Qwest missed the performance standard for a second month during any twelve-month period.

9.2 Performance Measurements for which Tier 2 Payment is Per Occurrence:

9.2.1 Performance Measurements that are Averages or Means:

9.2.1.1 Step 1: The monthly average or the mean for each performance measurement that would yield the critical z-value for each month shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

9.2.2.2 Step 2: The percentage difference between the actual averages and the calculated averages for each month shall be calculated. The calculation for parity measurements is % diff = (actual average – calculated average)/calculated average. The percent difference shall

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be capped at a maximum of 100%. In all calculations of percent differences in section 8.0 and section 9.0, the calculated percent difference is capped at 100%.

9.2.2.3 Step 3: For each performance measurement, the total number of data points each month shall be multiplied by the percentage calculated in the previous step. The average for three months (rounded to the nearest integer) shall be calculated and multiplied by the result of the per occurrence dollar amount taken from the Tier 2 Payment Table to determine the payment to the State for each non-conforming performance measurement.

9.3 Performance Measurements that are Percentages:

9.3.1 Step 1: For each performance measurement, the monthly percentage that would yield the critical z-value for each month shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

9.3.1.2 Step 2: The difference between the actual percentages and the calculated percentages for each of the three non-conforming months shall be calculated. The calculation for parity measurement is $\text{diff} = (\text{CLEC result} - \text{calculated percentage})$. This formula shall be applicable where a high value is indicative of poor performance. The formula shall be reversed where high performance is indicative of good performance.

9.3.1.3 Step 3: For each performance measurement, the total number of data points for each month shall be multiplied by the difference in percentage calculated in the previous step. The average for three months shall be calculated (rounded to the nearest integer) and multiplied by the result of the per occurrence dollar amounts taken from the Tier 2 Payment Table to determine the payment to the State.

9.4 Performance Measurements that are Ratios or Proportions:

9.4.1 Step 1: For each performance measurement, the ratio that would yield the critical z-value for each month shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

9.4.1.1 Step 2: The difference between the actual rate for the CLEC and the calculated rate for each month of the non-conforming three-month period shall be calculated. The calculation is: $\text{diff} = (\text{CLEC rate} - \text{calculated rate})$. This formula shall apply where a high value is indicative of poor performance. The formula shall be reversed where high performance is indicative of good performance.

9.4.1.2 Step 3: For each performance measurement, the total number of data points shall be multiplied by the difference calculated in the previous step for each month. The average for

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three months shall be calculated (rounded to the nearest integer) and multiplied by the result of the per occurrence dollar amounts taken from the Tier 2 Payment Table to determine the payment to the State.

9.5 Performance Measurements for which Tier 2 Payment is Per Measure:

9.5.1 For each performance measurement where Qwest fails to meet the standard, the payment to the State Fund shall be the dollar amount shown on the “per measure” portion of the Tier 2 Payment Table.

10.0 Low Volume, Developing Markets

10.1 For certain qualifying performance standards, if the aggregate monthly volumes of CLECs participating in the PAP are more than 10, but less than 100, Qwest will make Tier 1 payments to CLECs for failure to meet the parity or benchmark standard for the qualifying performance sub-measurements. The qualifying sub-measurements are the UNE-P (POTS), megabit resale, and ADSL qualified loop product disaggregation of OP-3, OP-4, OP-5a, MR-3, MR-5, MR-7, and MR-8. If the aggregate monthly CLEC volume is greater than 100, the provisions of this section shall not apply to the qualifying performance sub-measurement.

10.2 The determination of whether Qwest has met the parity or benchmark standards will be made using aggregate volumes of CLECs participating in the PAP. In the event Qwest does not meet the applicable performance standards, a total payment to affected CLECs will be determined in accordance with the high, medium, low designation for each performance measurement (see Attachment 1) and as described in section 8.0, except that CLEC aggregate volumes will be used. In the event the calculated total payment amount to CLECs is less than \$5,000, a minimum payment of \$5,000 shall be made. The resulting total payment amount to CLECs will be apportioned to the affected CLECs based upon each CLEC’s relative share of the number of total service misses.

10.3 At the six (6)-month reviews, Qwest will consider adding to the above list of qualifying performance sub-measurements, new products disaggregation representing new modes of CLEC entry into developing markets.

11.0 Payment

11.1 Payments to CLEC, the State, or the Special Fund shall be made one month following the due date of the performance measurement report for the month for which payment is being made. Qwest will pay interest on any late payment and underpayment at the prime rate as reported in the Wall Street Journal. On any overpayment, Qwest is allowed to offset future payments by the amount of the overpayment plus interest at the prime rate.

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11.2 Payment to CLEC shall be made via bill credits. Bill credits shall be identified on a summary format substantially similar to that distributed as a prototype to the CLECs and the Commissions. To the extent that a monthly payment owed to CLEC under this PAP exceeds the amount owed to Qwest by CLEC on a monthly bill, Qwest will issue a check or wire transfer to CLEC in the amount of the overage. Payment to the State shall be made via check or wire transfer.

11.3 A ND Performance Assurance Fund shall be created for the purpose of receiving Tier 2 payments.

11.3.1 Qwest shall establish the ND Performance Assurance Fund as an interest bearing escrow account upon FCC section 271 approval of the PAP. Qwest shall deposit all Tier 2 payments into the ND Performance Assurance Fund. The cost of the escrow account will be paid for from account funds.

11.3.2 All charges against the funds shall be presented to the Commission.

11.3.3 Qwest shall advance, upon request, sufficient funds to any consolidated multistate Special Fund established by participating states, set up for the purpose of a regional audit as specified in sections 15.1-15.4, not to exceed \$200,000 (or \$500,000 in the event 6 or more states participate in the regional audit) in order to meet initial claims against that fund to the extent that contributions from Tier 2 payments directed to the fund by the participating states are insufficient. Qwest shall be allowed to recover any such advances plus interest from the fund at the rate that such an escrow account would have earned from future Tier 2 payments.

12.0 Cap on Tier 1 and Tier 2 Payments

12.1 There shall be an annual cap on the total payments made by Qwest beginning with the effective date of the PAP for the State of North Dakota. The annual cap, beginning with the effective date of the PAP for the State of North Dakota, shall be 36% of the 1999 ARMIS Net Return (which is \$13,000,000). Subsequent annual caps determined pursuant to section 12.2 and its subsections are expressed as a percent and are applied to Qwest's most recently reported ARMIS Net Return to determine the dollar amount of the annual cap. CLEC agrees that this amount constitutes a maximum annual cap that shall apply to the aggregate total of any Tier-1 liquidated damages (including any such damages paid pursuant to this Agreement or voluntary payments made by Qwest pursuant to any North Dakota interconnection agreement with a performance remedy plan) and Tier-2 Assessments or voluntary payments made by Qwest pursuant to any North Dakota interconnection agreement with a performance remedy plan.

12.2 The 36% annual cap may increase to 44% of ARMIS Net Return as follows:

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12.2.1 An increase in the “existing annual cap” of 4 percentage points at any one time (i.e. first to 40 percent then to 44 percent) shall occur in cases where the cap would have been exceeded for any consecutive period of 24 months by that same 4 percent or more. Qwest may file a petition with the NDPSC seeking relief for payments exceeding the existing annual cap. Qwest will not be required to make payments in excess of the existing annual cap pending the outcome of the proceeding before the Commission. Qwest shall have the burden of establishing that it could not have remained below the existing annual cap through use of reasonable and prudent effort. If the Commission determines that Qwest should make payments in excess of the existing annual cap, Qwest shall make any and all payments that were suspended with interest.

12.2.2 A decrease in the existing annual cap of a maximum of 4 percentage points at any one time shall occur upon order by the Commission that it is appropriate to do so after performance for any consecutive period of 24 months which produces calculations of total payment responsibility that is 8 or more percentage points (i.e., 26 percent or less) below the cap amount for that period, provided that:

- a. the Commission shall determine that the preponderance of the Qwest evidence shows the performance results underlying those payment calculations results from an adequate Qwest commitment to meeting its responsibilities to provide adequate wholesale service and to keeping open its local markets, and
- b. the Commission shall have made that determination after providing all interested parties an opportunity to be heard.

12.2.3 The provisions of 12.2.1 and 12.2.2 shall be applicable to the next 24 month period commencing at the completion of the first, provided that the maximum annual cap shall be 44 percent; the minimum annual cap shall be 36 percent.

12.3 If the annual cap is reached, each CLEC shall, as of the end of the year, be entitled to receive the same percentage of its total calculated Tier 1 payments. In order to preserve the operation of the annual cap, the percentage equalization shall take place as follows:

12.3.1 The amount by which any month’s total year-to-date Tier 1 and Tier 2 payments exceeds the sum of the year-to-date monthly caps (a month’s cap is defined as 1/12th of the annual cap in effect during that month) shall be calculated and apportioned between Tier 1 and Tier 2 according to the percentage that each bore of total payments for the year-to-date. The Tier 1 apportionment resulting of this calculation shall be known as the “Tracking Account.”

12.3.2 The Tier 1 apportionment shall be debited against the monthly payment due to each CLEC, by applying to the year-to-date payments received by each the percentage necessary to generate the required total Tier 1 amount.

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12.3.3 The Tracking Amount shall be apportioned among all CLECs so as to provide each with payments equal in percentage of its total year to date Tier 1 payment calculations.

12.3.4 This calculation shall take place in the first month that the year-to-date total Tier 1 and Tier 2 payments are expected to exceed the cumulative monthly cap and for each month of that year thereafter. Qwest shall recover any debited amounts by reducing payments due to any CLEC for that month and any succeeding months, as necessary.

13.0 Limitations

13.1 The PAP shall not become available in the State unless and until Qwest receives effective section 271 authority from the FCC for that State.

13.2 Qwest will not be liable for Tier 1 payments to CLEC in an FCC approved state until the Commission has approved an interconnection agreement between CLEC and Qwest which adopts the provisions of this PAP.

13.3 Qwest shall not be obligated to make Tier 1 or Tier 2 payments for any measurement if and to the extent that non-conformance for that measurement was the result of any of the following: 1) with respect to performance measurements with a benchmark standard, a Force Majeure event as defined in section 5.7 of the SGAT. Qwest will provide notice of the occurrence of a Force Majeure event within 72 hours of the time Qwest learns of the event or within a reasonable time frame that Qwest should have learned of it; 2) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with Qwest or under federal or state law; an act or omission by CLEC that is in bad faith. Examples of bad faith conduct include, but are not limited to: unreasonably holding service orders and/or applications, "dumping" orders or applications in unreasonably large batches, "dumping" orders or applications at or near the close of a business day, on a Friday evening or prior to a holiday, and failing to provide timely forecasts to Qwest for services or facilities when such forecasts are explicitly required by the SGAT; 3) problems associated with third-party systems or equipment, which could not have been avoided by Qwest in the exercise of reasonable diligence, *provided, however*, that this third party exclusion will not be raised in the State more than three times within a calendar year. If a Force Majeure event or other excusing event recognized in this section merely suspends Qwest's ability to timely perform an activity subject to a performance measurement that is an interval measure, the applicable time frame in which Qwest's compliance with the parity or benchmark criterion is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the excusing event.

13.3.1 Qwest will not be excused from Tier 1 or Tier 2 payments for any reason except as described in Section 13.0. Qwest will have the burden of demonstrating that its non-

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conformance with the performance measurement was excused on one of the grounds described in this PAP. A party may petition the Commission to require Qwest to deposit disputed payments into an escrow account when the requesting party can show cause, such as grounds provided in the Uniform Commercial Code for cases of commercial uncertainty.

13.3.2 Notwithstanding any other provision of this PAP, it shall not excuse performance that Qwest could reasonably have been expected to deliver assuming that it had designed, implemented, staffed, provisioned, and otherwise provided for resources reasonably required to meet foreseeable volumes and patterns of demands upon its resources by CLECs.

13.4 Qwest's agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating in whole or in part to the same performance.

13.4.1 CLEC may not use: 1) the existence of this enforcement plan; or 2) Qwest's payment of Tier -1 "liquidated damages" or Tier 2 "assessments" as evidence that Qwest has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. Qwest's conduct underlying its performance measures, however are not made inadmissible by its terms.

13.4.2 By accepting this performance remedy plan, CLEC agrees that Qwest's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. (Nothing herein is intended to preclude Qwest from introducing evidence of any Tier 1 "liquidated damages" under these provisions for the purpose of offsetting the payment against any other damages or payments a CLEC might recover.) The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether Qwest has met or continues to meet the requirements of section 271 of the Act.

13.5 By incorporating these liquidated damages terms into the PAP, Qwest and CLEC accepting this PAP agree that proof of damages from any non-conforming performance measurement would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damages that may result from a non-conforming performance measurement. Qwest and CLEC further agree that Tier 1 payments made pursuant to this PAP are not intended to be a penalty. The application of the assessments and damages provided for herein is not intended to foreclose other noncontractual legal and non-contractual regulatory claims and remedies that may be available to a CLEC.

13.6 This PAP contains a comprehensive set of performance measurements, statistical methodologies, and payment mechanisms that are designed to function together, and only together, as an integrated whole. To elect the PAP, CLEC must adopt the PAP in its entirety in its interconnection agreement with Qwest in lieu of other alternative standards or relief for

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the same wholesale services governed by the QPAP. Where alternative standards or remedies for Qwest wholesale services governed by the QPAP are available under rules, orders, or contracts, including interconnection agreements, CLEC will be limited to either PAP standards and remedies or the standards and remedies available under rules, orders, or contracts and CLECs choice of remedies shall be specified in its interconnection agreement.

13.7 Any liquidated damages payment by Qwest under these provisions is not hereby made inadmissible in any proceeding related to the same conduct where Qwest seeks to offset the payments against any other damages a CLEC may recover; whether or not the nature of the damages sought by the CLEC is such that an offset is appropriate will be determined in the relevant proceeding.

13.8 Qwest shall not be liable for both Tier 2 payments under the PAP and assessments, sanctions, or other payments for the same underlying activity or omission pursuant to any Commission order or service quality rules.

13.9 Whenever a Qwest Tier 1 payment to an individual CLEC exceeds \$3 million in a month, Qwest may commence a proceeding to demonstrate why it should not be required to pay any amount in excess of the \$3 million. Upon timely commencement of the proceeding, Qwest must pay the balance of payments owed in excess of \$3 million into escrow, to be held by a third-party pending the outcome of the proceeding. To invoke these escrow provisions, Qwest must file, not later than the due date of the Tier 1 payments, its application. Qwest will have the burden of proof to demonstrate why, under the circumstances, it would be unjust to require it to make the payments in excess of \$3 million. If Qwest reports non-conforming performance to CLEC for three consecutive months on 20% or more of the measurements reported to CLEC and has incurred no more than \$1 million in liability to CLEC, then CLEC may commence a similar proceeding. In any such proceeding CLEC will have the burden of proof to demonstrate why, under the circumstances, justice requires Qwest to make payments in excess of the amount calculated pursuant to the terms of the PAP. The disputes identified in this section shall be resolved in a manner specified in the Dispute Resolution section of the SGAT with the CLEC.

13.10 Qwest will not attempt to recover in intrastate rates payments made under the QPAP.

14.0 Reporting

14.1 Upon receiving effective section 271 authority from the FCC for a state, Qwest will provide CLEC that has an approved interconnection agreement with Qwest, a monthly report of Qwest's performance for the measurements identified in the PAP by the last day of the month following the month for which performance results are being reported. However, Qwest shall have a grace period of five business days, so that Qwest shall not be deemed out of compliance with its reporting obligations before the expiration of the five business day

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grace period. Qwest will collect, analyze, and report performance data for the measurements listed on Attachment 1 in accordance with the most recent version of the PIDs. Upon CLEC's request, data files of the CLEC's raw data, or any subset thereof, will be transmitted, without charge, to CLEC in a mutually acceptable format, protocol, and transmission medium.

14.2 Qwest will also provide the Commission a monthly report of aggregate CLEC performance results pursuant to the PAP by the last day of the month following the month for which performance results are being reported. However, Qwest shall have a grace period of five business days, so that Qwest shall not be deemed out of compliance with its reporting obligations before the expiration of the five business day grace period. Individual CLEC reports of participating CLECs will also be available to the Commission upon request. By accepting this PAP, CLEC consents to Qwest providing CLEC's report and raw data to the State Commission. Pursuant to the terms of an order of the Commission, Qwest may provide CLEC-specific data that relates to the PAP, provided that Qwest shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pending any applicable Commission procedures and further provided that Qwest provides such notice as the Commission directs to the CLEC involved, in order to allow it to prosecute such procedures to their completion. Data files of participating CLEC raw data, or any subset thereof, will be transmitted, without charge, to the Commission in a mutually acceptable format, protocol, and transmission form.

14.3 In the event Qwest does not provide CLEC and the Commission with a monthly report by the last day of the month following the month for which performance results are being reported, Qwest will pay to the State a total of \$500 for each business day for which performance reports are 6 to 10 business days past the due date; \$1,000 for each business day for which performance reports are 11 to 15 business days past the due date; and \$2,000 for each business day for which performance results are more than 15 business days past the due date. If reports are on time but are missing performance results, Qwest will pay to the State a total of one-fifth of the late report amount for each missing performance measurement, subject to a cap of the full late report amount. These amounts represent the total payments for omitting performance measurements or missing any report deadlines, rather than a payment per report. Prior to the date of a payment for late reports, Qwest may file a request for a waiver of the payment, which states the reasons for the waiver. The Commission may grant the waiver, deny the waiver, or provide any other relief that may be appropriate.

14.4 To the extent that Qwest recalculates payments made under this PAP, such recalculation shall be limited to the preceding three years (measured from the later of the provision of a monthly credit statement or payment due date). Qwest shall retain sufficient records to demonstrate fully the basis for its calculations for long enough to meet this potential recalculation obligation. CLEC verification or recalculation efforts should be made reasonably contemporaneously with Qwest measurements. In any event, Qwest shall maintain the records in a readily useable format for one year. For the remaining two years,

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the records may be retained in archived format. Any payment adjustments shall be subject to the interest rate provisions of section 11.1.

15.0 Integrated Audit Program/Investigations of Performance Results

15.1 Audits of the PAP shall be conducted in a two-year cycle under the auspices of the Commission in accordance with a detailed audit plan developed by an independent auditor retained for a two-year period. The Commission shall select the independent auditor with input from Qwest and CLECs.

15.1.1 [This section intentionally left blank.]

15.1.2 The initial audit plan shall be conducted over two years, with audit periods subsequent to the initial audit to be determined by the Commission. The Commission will determine the scope of and procedure for the audit plan, which, at a minimum, will identify the specific performance measurements to be audited, the specific tests to be conducted, and the entity to conduct them. The initial audit plan will give priority to auditing the higher risk areas identified in the OSS report. The two-year cycle will examine risks likely to exist across that period and the past history of testing, in order to determine what combination of high and more moderate areas of risk should be examined during the two-year cycle. The first year of a two-year cycle will concentrate on areas most likely to require follow-up in the second year.

15.1.3 The Commission will attempt to coordinate its audit plan with other audit plans that may be conducted by other state commissions so as to avoid duplication. The audit shall be conducted so as not to impede Qwest's ability to comply with the other provisions of the PAP and should be of a nature and scope that it can be conducted with the reasonable course of Qwest's business operations.

15.1.4 Any dispute arising out of the audit plan, the conduct of the audit, or audit results shall be resolved by the Commission

15.2 Qwest shall carefully document any and all changes that Qwest makes to the Performance Measurement and Reporting System. This change log shall be displayed on a public website dedicated to the QPAP. The Performance Measurement and Reporting System is defined to include at least: elements of Qwest's Regulatory Reporting System that constitute the data collection programs (i.e., the software code used by Qwest to determine which data fields are used and how they are used), the underlying data extracted by the data collection programs and data reference tables (e.g., USOC tables, wire center tables, etc., used in the calculation of measurements), the data staging programs (programming code used to organize and consolidate the data), the calculation programming (the code used to implement the formula defined for a measurement), and the report generation programs (including the report format and report file creation). This change log shall contain, at a minimum, a

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detailed description of the change (in plain English); the effects of the change, the reason for the change, the dates of notification and of implementation, and whether the change received Commission approval. Qwest shall also record if the change is fundamental or non-fundamental (see Sections 15.2.1 and 15.2.2).

15.2.1 Qwest shall be allowed to change the Performance Measurement and Reporting System as defined in Section 15.2 in ways that are non-fundamental (i.e. system changes for which the relevant performance data can be replicated under the old approach) without preapproval, but shall promptly record these changes on the change log. Omitted or inaccurate changes to the change log shall result in Qwest being required to pay a \$250 fine, plus interest at the prime rate as reported in the Wall Street Journal accrued from the time the change took effect. The payment shall go to the Tier 2 ND Performance Assurance Fund and does not count against the annual cap described in QPAP Section 12.

15.2.2 Before making any changes to the Performance Measurement and Reporting System in a manner whereby the relevant data cannot be reconstructed under the prior approach (i.e., a fundamental change to its measurement system), Qwest shall record the proposed change to the change log and notify the Commission staff and the Auditor retained for the purpose of auditing performance measurements under this QPAP to request an evaluation of the proposed change. The Commission staff or the Auditor will evaluate the impact of the proposed change and report, in writing, the results of that evaluation to the Commission and Qwest. Qwest shall immediately post this report on the public QPAP website. Upon receiving the report of the impact evaluation from the Commission staff or the Auditor, the Commission shall have 15 days to take action to prevent Qwest from making such a change and to decide on a process for resolving the issue. During the first seven-day period following the filing and recording of the Commission staff or Auditor's report, interested parties may file comments on the proposed change and the report. If the Commission takes no action on the issue during the 15-day period, Qwest shall be free to make the proposed change.

15.2.3 If Qwest makes a fundamental change pursuant to Section 15.2.2 without obtaining approval, it shall be liable for \$10,000 payable to the ND Performance Assurance Fund. If Qwest cannot reproduce reliable performance data, the Commission shall determine what payments are due based upon the data collected by the affected CLECs plus interest at the prime rate as reported in the Wall Street Journal accrued from the time the change took effect.

15.3 In the event of a disagreement between Qwest and CLEC as to any issue regarding the accuracy or integrity of data collected, generated, and reported pursuant to the PAP, Qwest and the CLEC shall first consult with one another and attempt in good faith to resolve the issue. If an issue is not resolved within 45 days after a request for consultation, CLEC and Qwest may, upon a demonstration of good cause, (e.g., evidence of material errors or discrepancies) request an independent audit to be conducted, at the initiating party's expense. The independent auditor will assess the need for an audit based upon whether there exists a material deficiency in the data or whether there exists an issue not otherwise addressed by the

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audit plan for the current cycle. The Commission will resolve any dispute by any party questioning the independent auditor's decision to conduct or not conduct a CLEC request audit and the audit findings, should such an audit be conducted. An audit may not proceed until dispute resolution is completed. Audit findings will include: (a) general applicability of findings and conclusions (i.e., relevance to CLECs or jurisdictions other than the ones causing test initiation), (b) magnitude of any payment adjustments required and, (c) whether cost responsibility should be shifted based upon the materiality and clarity of any Qwest non-conformance with measurement requirements (no pre-determined variance is appropriate, but should be based on the auditor's professional judgment). CLEC may not request an audit of data more than three years from the later of the provision of a monthly credit statement or payment due date.

15.4 Expenses for the audit of the PAP and any other related expenses, except that which may be assigned under section 15.3, shall be paid first from the Tier 2 funds. If Tier 2 funds are not sufficient to cover audit costs, the Commission will develop an additional funding method which may include contributions from CLEC's Tier 1 payment.

15.5 Qwest will investigate any second consecutive Tier 2 miss to determine the cause of the miss and to identify the action needed in order to meet the standard set forth in the performance measurements. To the extent an investigation determines that a CLEC was responsible in whole or in part for the Tier 2 misses, Qwest shall receive credit against future Tier 2 payments in an amount equal to the Tier 2 payments that should not have been made. The relevant portion of subsequent Tier 2 payments will not be owed until any responsible CLEC problems are corrected. For the purposes of this sub-section, Tier 1 performance measurements that have not been designated as Tier 2 will be aggregated and the aggregate results will be investigated pursuant to the terms of this Agreement.

16.0 Reviews

16.1 Every six (6) months, beginning six months after the effective date of the first Section 271 approval by the FCC of one of the states that participated in the multi-state QPAP review proceeding, Qwest, CLECs, and the Commission shall review the performance measurements in the QPAP to determine whether measurements should be added, deleted, or modified; whether the applicable benchmark standards should be modified or replaced by parity standards; and whether to move a classification of a measurement to High, Medium, or Low or Tier 1 to Tier 2. The criterion for reclassification of a measurement shall be whether the actual volume of data points was less or greater than anticipated. Criteria for review of performance measurements, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Any disputes regarding adding, deleting, or modifying performance measurements shall be resolved by the Commission. The NDPSC retains the right to add topics and criteria to the six-month review, retains the ability to order changes if

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the QPAP is not in the public interest, and retains the ability to hear any disputes regarding the six-month review. The Commission may conduct joint reviews with other states. Any changes at the six-month review pursuant to this section shall apply to and modify this agreement between Qwest and CLEC.

16.1.1 To limit the potential for increased liability due to changes in the PAP, Qwest shall be allowed to limit its liability for changes made pursuant to the six-month review. Accordingly, Qwest shall calculate, separately, payments owed under the PAP that do not include changes made at the six month review (baseline PAP), as well as payments owed under a PAP revised to reflect changes made at the six month review (revised PAP). If payments calculated under the revised PAP are more than 110% of payments calculated under the baseline PAP, Qwest shall limit payments for the changed measurements to the affected LECs and to the Special Fund to a 10% increase (10% collar) above the total baseline PAP payment liability. At any six-month review, if the total payment liability for the revised PAP is below 110% of the total payment liability for the baseline PAP for the preceding six-month period, the revised PAP shall become the baseline PAP for the next six-month period, otherwise, the same baseline PAP shall remain in effect for the next six month period.

16.2 Two years after the effective date of the first Section 271 approval by the FCC of one of the states that participated in the multi-state QPAP review proceeding, the Commission may conduct a review by an independent third party to examine the continuing effectiveness of the PAP as a means of inducing compliant performance. This review shall not be used to open the PAP generally to amendment, but would serve to assist the Commission in determining existing conditions and reporting to the FCC on the continuing adequacy of the PAP to serve its intended functions. The Commission may conduct a joint review with other states.

16.3 Notwithstanding section 16.1, if any agreements on adding, modifying or deleting performance measurements as permitted by section 16.1 are reached between Qwest and CLECs participating in an industry Regional Oversight Committee (ROC) PID administration forum, those agreements shall be incorporated into the QPAP and modify the agreement between CLEC and Qwest at any time those agreements are submitted to and approved by the Commission, whether before or after a six-month review. Any changes made pursuant to this section shall be subject to and included in the calculation and application of the 10% payment collar identified in section 16.1.

16.4 Qwest will make the PAP available for CLEC interconnection agreements until such time as Qwest eliminates its Section 272 affiliate. At that time, the Commission and Qwest shall review the appropriateness of the PAP and whether its continuation is necessary. However, in the event Qwest exits the interLATA market, that State PAP shall be rescinded immediately.

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17.0 Voluntary Performance Assurance Plan

This PAP represents Qwest's voluntary offer to provide performance assurance. Nothing in the PAP or in any conclusion of non-conformance of Qwest's service performance with the standards defined in the PAP shall be construed to be, of itself, non-conformance with the Act.

18.0 Dispute Resolution

For the purpose of resolving disputes over the meaning of the provisions of the PAP and how they should be applied, the dispute resolution provisions of the SGAT, section 5.18, shall apply whether the CLEC uses the SGAT in its entirety or elects to make the PAP part of its interconnection agreements (i.e., the unique dispute resolution provisions of interconnection agreements should not apply).

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Attachment 1: Tier 1 and Tier 2 Performance Measurements Subject to Per Occurrence Payment

| Performance Measurement | | Tier 1 Payments | | | Tier 2 Payments | | |
|---|--|-----------------|-----|------|-----------------|-----|------|
| | | Low | Med | High | Low | Med | High |
| GATEWAY | | | | | | | |
| Timely Outage Resolution | GA-7 | | | | | | X |
| PRE-ORDER/ORDERS | | | | | | | |
| LSR Rejection Notice Interval | PO-3 ^a | X | | | | | |
| Firm Order Confirmations On Time | PO-5 | X | | | | X | |
| Work Completion Notification Timeliness | PO-6 ^b | X | | | | | |
| Billing Completion Notification Timeliness | PO-7 ^b | X | | | | | |
| Jeopardy Notice Interval | PO-8 | X | | | | | |
| Timely Jeopardy Notices | PO-9 | X | | | | | |
| Release Notifications | PO-16 | | | | | | X |
| (Expanded) – Manual Service Order Accuracy | PO-20 ^c | | X | | | | |
| ORDERING AND PROVISIONING | | | | | | | |
| Installation Commitments Met | OP-3 | | | X | | X | |
| Installation Intervals | OP-4 ^d | | | X | | X | |
| New Service Quality | OP-5a,b ^e | | | X | | X | |
| Delayed Days | OP-6 ^f | | | X | | X | |
| Number Portability Timeliness | OP-8 | | | X | | X | |
| Coordinated Cuts On Time – Unbundled Loops | OP-13a | | | X | | X | |
| LNP Disconnect Timeliness | OP-17 | | | X | | X | |
| MAINTENANCE AND REPAIR | | | | | | | |
| Out of Service Cleared within 24 hours | MR-3 | | | X | | | |
| All Troubles Cleared within 4 hours | MR-5 | | | X | | | |
| Mean time to Restore | MR-6a,b,c,d ^g , e ^g | | | X | | | |
| Repair Repeat Report Rate | MR-7 | | | X | | X | |
| Trouble Rate | MR-8 | | | X | | X | |
| LNP Trouble Reports Cleared within 24 Hours | MR-11 | | | X | | X | |
| LNP Trouble Reports—Mean Time to Restore | MR-12 | | | X | | X | |
| BILLING | | | | | | | |
| Time to Provide Recorded Usage Records | BI-1 | X | | | | | X |
| Billing Accuracy-Adjustments for Errors | BI-3 | X | | | | | |
| Billing Completeness | BI-4 | X | | | | X | |
| NETWORK PERFORMANCE | | | | | | | |
| Trunk Blocking | NI-1 | | | X | | | X |
| NXX Code Activation | NP-1 | | | X | | | X |
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a. PO-3 is limited to PO-3a-1, PO-3b-1, and PO-3c.

b. PO-6 is included with PO-7 as two “families:” PO-6a/PO-7a and PO-6b/PO-7b. Measurements within each family share a single payment opportunity with only the measurements with the highest payment being paid.

c. Low Volume Exception: In lieu of Section 2.4 for PO-20, where CLEC order volumes for a given month are less than 17 in Phase 1, less than 13 in Phase 2, and less than 10 in Phase 3 and subsequent phases, a benchmark standard of “no more than one order with PO-20 errors” is applied. Under this provision, no payment applies if there is only one order with errors.

Stabilization Period: For each phase beginning with Phase 1, there will be no more than a 3-month measurement stabilization period for all fields introduced in that phase. Performance results that include all such fields are not subject to payments during the measurement stabilization period.

d. OP-4 is included with OP-6 as five “families:” OP-4a/OP-6-1, OP-4b/OP-6-2, OP-4c/OP-6-3, OP-4d/OP-6-4, and OP-4e/OP-6-5. Measurements within each family share a single payment opportunity with only the measurement with the highest payment being paid.

e. Low volume treatment for OP-5b will apply if both (1) the CLEC volume of orders is less than or equal to 29 (the denominator of OP-5t) and (2) the number of orders with trouble in OP-5a is no more than one. When these two conditions are met, a standard of no more than one order with new service trouble applies.

f. For purposes of the PAP, OP-6a and OP-6b will be combined and treated as one. The combined OP-6 breaks down to OP-6-1 (within MSA), OP-6-2 (outside MSA), OP-6-3 (no dispatch), OP-6-4 (zone 1), and OP-6-5 (zone 2).

g. Applicable only to xDSL-I capable loops.

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Attachment 2: Performance Measurements Subject to Per Measurement Caps

Billing

Time to Provide Recorded Usage Records – BI-1 (Tier 1/Tier 2)

Billing Accuracy – Adjustments for Errors – BI-3 (Tier 1)

Billing Completeness – BI-4 (Tier 1/Tier 2)

ATTACHMENT 3

Force Majeure

5.7 Force Majeure

5.7.1 Neither Party shall be liable for any delay or failure in performance of any part of the Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other Persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without that Party's fault or negligence. The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

ATTACHMENT 4

Dispute Resolution

5.18 Dispute Resolution

5.18.1 The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of, or relating to, the Agreement. Either Party may give written notice to the other Party of any dispute not resolved in the normal course of business. Each Party will within seven (7) Days after delivery of the written notice of dispute, designate a vice-president level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions will be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations will be treated as Confidential Information (Confidential Information) developed for purposes of settlement, and will be exempt from discovery and production, and not be admissible in any subsequent proceedings without the concurrence of both Parties.

5.18.2 If the designated representatives have not reached a resolution of the dispute within fifteen (15) Days after the written notice (or such longer period as agreed to in writing by the Parties), then either Party may commence a civil action or regulatory proceeding, as applicable. Unless the action falls within the exclusive jurisdiction of the Federal Communications Commission or the state Public Utilities Commission, any action will be brought in the United States District Court for the District of Colorado if it has subject matter jurisdiction over the action, and shall otherwise be brought in the Denver District Court for the State of Colorado. The Parties agree that such courts have personal jurisdiction over them.

5.18.3 Waiver of Jury Trial and Class Action. Each Party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to the Agreement on a class or consolidated basis or in a representative capacity.

5.18.4 No cause of action, including disputes raised pursuant to the Payment Section of the Agreement, regardless of the form, arising out of or relating to the Agreement, may be brought by either Party more than two (2) years after the cause of action arises.